

# RD Manufacturing Ltd - General Conditions of Sale

## Including Rural Direct Subsidiaries

1. Interpretation and Definitions:
  - (a) In these General Terms and Conditions of Sale unless the context requires otherwise:
    - “Buyer” means the person buying the Goods from RD MANUFACTURING LTD.
    - “Goods” means piping systems and all accessories being purchases by the Buyer from the Seller.
    - “Seller” means RD MANUFACTURING LTD and includes its subsidiaries and successors.
  - (b) References to one gender include the other genders; and references to the plural includes the singular and vice versa.
2. Electronic Commerce: The seller may offer products for sale using the internet, email or other computer-based electronic communications. All sales of products made using such method will be governed by these General Terms and Conditions of Sale and by any additional terms referenced in the Seller’s internet site or electronic communications. In the event of any conflict between these General Terms and Conditions of such additional terms, the additional terms shall prevail. Buyer may not share any password, access code or similar credential which may be issued by the Seller, and the Seller reserves the right to suspend or revoke any such credential. Any information provided by the Seller via any internet site of electronic communication (i) is subject to correction or change of notice, and (ii) is provided for the sole use of the Buyer for purposes of facilitating individual transactions involving the purchase and sale of these products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek any such information against the Seller for any other purpose. Buyer specifically agrees that the Seller may issue electronic invoices for any purchases using the internet, email or any other computer-based electronic communications method, and agrees to honour such invoice as if it had been de writing.
3. Price: The price is stated in the currency of payment to the Seller and any necessary transaction to obtain the currency by the Buyer shall be at the Buyer’s risk and cost. All payments shall be made without deduction of any kind. Penalty interest is at a rate of 2.5% per annum and is payable to the date such payment is due to the payment in full.
4. Buyer’s instructions: At the time of establishment of the Sale, the Buyer shall furnish the Seller with all necessary specifications and instructions to ensure satisfactory completion of the sale.
5. Registered Rights: The buyer shall indemnify the Seller from all claims for any infringement of trademark, design, pattern, mode of construction, patent, know-how, utility model or copyright rights arising from performance of the Sale. The sale shall not include the transfer of any such rights.
6. Quantity or Volume: Delivery of the Goods covered by this sales shall be subject to quantitative or volumetric variations, plus or minus, what is customarily accepted and recognised in transactions within the trading of the respective Goods.
7. Conditions of Offer:
8. Delivery and Risk: Delivery shall occur when the goods have been dispatched from the seller’s works of reported by the seller as ready for dispatch or for inspection if inspection has been requested by the Buyer. Risk in the goods shall pass on delivery. The buyer is responsible for making the delivery site suitable for truck access. Delivery to site: All obstructions, trees, power and telephone lines must be clear to allow 2.5m wide by 4.25m high vehicle access.
9. Ownership of the Goods shall not pass to the Buyer until the Buyer has paid all that is owing to the Seller. Until ownership has paid the Buyer holds the Goods on behalf of the Seller under the following conditions: The Seller is permitted to enter upon the Buyer’s premises, any premises of third parties, to inspect and/or repossess the Goods. If the Buyer sells the Goods to a third party, then the Buyer is accountable to Seller for all the proceeds derived from such sale, and shall hold such proceeds (either as received or in a separate bank account opened expressly for the purpose) on trust for the Seller. If the Buyer manufactures, intermingles, or deals with the Goods in such manner that they become an integral part or other object, then the Buyer shall be deemed to do so as agent of the Seller, and ownership of the Goods will remain with the Seller as principal.
10. Terms of Payment: For Goods supplied ex Seller warehouse payment terms are 20<sup>th</sup> month following supply or specifically agreed between the Seller and the Buyer.
11. Risk: Risk in the Goods shall pass to the Buyer on delivery of the Goods.
12. Events Beyond Seller’s Control: Seller will not be liable if Seller cannot perform under this agreement if events beyond Seller’s control occur were to make impossible to commercially unreasonable for Seller to perform, including so-called “Acts of God” or “force majeure” events and raw material shortages.
13. Defaults: Should the Buyer default or neglect any of his responsibilities specified hereunder, or become insolvent, the Seller shall have the option of suspending the performance of or cancelling the Sale and herewith reserves the right to claim against the Buyer for any expenses, charges, losses incurring and/or market differences caused by such suspension or cancellation.
14. Warranty: The Seller warrants the Goods only in so far as they are warranted by the manufacturers from which they originate. All other warranties or guarantees implied by any law or statute are excluded from the Sale.
15. Claims: Claims of any kind shall be lodged by the Buyer with the Seller in writing and in full with 24 hours where goods are delivered from the Seller’s warehouse. In the event of liability of the Seller hereunder shall not exceed the contract price of the goods.
16. Law Governing: The performance of the Sale shall be governed by the laws of New Zealand.