

North Harbour Hire

General Terms and Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the Products listed on our Website: www.nhhiire.co.nz to you.

Please read these terms and conditions carefully before ordering any Products from our Website. You should understand that by placing an Order for any of our Products, you agree to be bound by our Terms.

Please note that these Terms only apply to orders from our Website. Please also note that these are the only terms and conditions which apply to orders from our Website and they prevail over any other terms and conditions (for example on the back of dispatch notes).

Please understand that if you refuse to accept our Terms, you will not be permitted to order any Products from our Website.

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1. DEFINITIONS AND INTERPRETATION

In these Terms, CGA means the Consumer Guarantees Act 1993 as amended from time to time; consumer is as defined in the CGA; Contract is as defined in clause 3; Force Majeure Event is as defined in clause 14; GST means goods and services tax imposed under the Goods and Services Tax Act 1985 as amended from time to time; Order means any order for Products that you place with us through our Website; Products means and includes both goods and services provided by us to you; Terms means these terms and conditions (as amended from time to time) and any additional or amended terms and conditions of sale which apply to Products or credit which we provide to you; you (and your) means the individual, partnership, corporation or association being the customer to whom Products are sold or provided by us (or our agent); we and us and our means and will be interpreted as North Harbour Hire Limited, a company registered in New Zealand (company number 7458056) and with its registered office at c/- Harts, Level 1/320 Ti Rakau Drive East Tamaki Auckland 2013, New Zealand, and Website means our website and online shop located at www.nhire.co.nz.

2. YOUR STATUS

Our Website is only intended for use by people resident in New Zealand. We do not accept orders from individuals outside New Zealand.

By placing an Order through our Website, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old; and
- (c) you are resident of New Zealand; and
- (d) you are accessing our Website from New Zealand; and
- (e) you have accepted these Terms in the version applicable at the time of your Order.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

After placing an Order, you will receive an email from us to the email address you provided when placing your Order, acknowledging that we have received your Order. Please note that this does not mean that your Order has been accepted. Your Order constitutes an offer to us to buy a Product. All Orders are subject to acceptance by us. The contract between us (Contract) will only be formed when we dispatch the Product. In placing an Order with us, you agree and acknowledge that:

- (a) you have not relied on any service involving skill and judgement, or on any advice, recommendation or assistance provided by us in relation to the Products or their use or application;
- (b) you have not made known to us, either expressly or by implication, any purpose for which you require the Products; and
- (c) you have the sole responsibility of satisfying yourself that the Products are suitable for your use.

4. CONSUMER RIGHTS

4.1 Nothing in these Terms affects your statutory rights under the CGA.

4.2 If you are in trade, you agree that the provisions of the CGA do not apply.

4.3 Please make your decision to purchase carefully. We will not offer a refund or exchange if you simply change your mind, or the product is not what you expected.

5. AVAILABILITY AND DELIVERY

5.1 We always aim to dispatch all Products in stock within 4 to 5 working days. Any period or date for delivery of products that we state is an estimate only and is not a contractual commitment. We will use our best endeavours to meet any estimated dates for delivery of Products, but will not be liable for any loss or damage suffered by you or any third party for failure to meet any estimated date. You

must inspect your Order immediately upon delivery and notify us immediately if the Order is incorrect, incomplete or the Products are damaged.

5.2 All Orders are subject to the availability of Products. If for any reason a Product is not available, we will endeavour to notify the non-availability on our Website and, if an Order has already been placed, allow you to vary or cancel your Order. We may revise the range of Products or the specification of any product at any time and without notice to you.

6. RISK AND TITLE

6.1 The Products will be at your risk from the time of delivery of the Products to the address you provided when placing your Order.

6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. PRICE AND PAYMENT

7.1 The price of the Products and our delivery charges will be as quoted on our Website at the time of your Order, except in cases of obvious error.

7.2 Product prices and delivery charges are in New Zealand dollars and include GST.

7.3 Product prices and delivery charges are liable to change at any time, but changes will not affect Orders already placed.

7.4 Our Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Website may be incorrectly priced. If a Product's correct price is higher than the price stated on our Website, we will, at our discretion, either contact you for instructions before dispatching the Product, or reject your Order and notify you of such rejection.

7.5 Payment for all Products must be by credit or debit card, direct bank credit and cash on store collection. We accept payment with Visa, MasterCard and American Express (we do not accept Diners Club). Your card will be charged before we dispatch your Order.

8. OUR RETURNS POLICY

8.1 All return rights under the CGA apply.

8.2 Our goods come with guarantees that cannot be excluded under the CGA. Please also see our Returns Policy or contact North Harbour Hire 09 478 9480.

9. WARRANTY

9.1 Our goods come with guarantees that cannot be excluded under the CGA.

9.2 In addition to the statutory guarantees under the CGA, North Harbour Hire Limited warrants that any Product purchased from us through our Website, other than detergents and chemicals, will on delivery and for the following 12 months conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied. Clauses 9.3 to 9.8 apply accordingly in respect of this express warranty.

9.3 We will at our option repair, replace or refund the price of Products which you notify us are defective within the time limits set out in clauses 9.4 and 9.5.

9.4 You must notify any defect to us as soon as possible and in any event:

(a) within 28 days of receipt of the relevant Product; or

(b) if later, within 28 days of the date on which the defect becomes apparent.

9.5 To make a warranty claim, you need to cease using the relevant Products and call the North Harbour Hire on 09 478 9480 . Under this warranty, you must bear the cost of sending any product back to NHH. If NHH accepts your warranty claim then it will reimburse your reasonable shipping costs.

9.6 If you believe that any detergent or chemical is damaged on delivery, please call on 09 478 9480.

9.7 This warranty shall not apply to defects caused by misuse, neglect, accident, improper storage, installation or handling, frost damage, repair or alteration not carried out or authorised by us or the use of incorrect electrical supply voltage, contaminated water supply or unsuitable chemicals.

9.8 The rights afforded under this warranty are in addition to any other rights available to you under law.

10. OUR LIABILITY

10.1 We will not be liable to you for any breach of our obligation to supply Products pursuant to an Order from you, if our failure to supply those Products is the result of any Force Majeure Event or any other matter beyond our reasonable control.

10.2 Except as required by law and as these Terms specifically state, or as contained in any express warranty provided in clause 9 or otherwise by us, our Contract with you does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Products.

10.3 Subject to any provisions of the CGA that cannot be excluded, our liability for any loss or damage suffered by you under this Contract will be limited to the purchase price of the Products you have already paid.

10.4 To the maximum extent permitted by law, we are not liable for any indirect or consequential losses or expenses suffered by you or any third party howsoever caused, including but not limited to loss of turnover, profits, business or goodwill, or any liability to any other party.

10.5 If you are a consumer, nothing in these Terms restricts, limits or modifies your rights or remedies against us for failure of a statutory guarantee under the CGA.

10.6 Nothing in these Terms is to be interpreted as excluding, restricting or modifying the application of any legislation applicable to the sale of the Products which cannot be so excluded, restricted or modified.

11. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website. For purposes of this Contract, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically

comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. NOTICES

All notices given by you to us must be given to North Harbour Hire Limited or to info@nhhire.co.nz. We may give notice to you at either the email or postal address you provide to us when placing an Order, or in any of the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our Website, 48 hours after an email is sent, or ten days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

13.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.

13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

15. WAIVER

15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

15.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

16. SEVERABILITY

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17. ENTIRE AGREEMENT

17.1 These Terms together with your Order and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

17.2 Nothing in this clause limits or excludes any liability for fraud.

18. OUR RIGHT TO VARY THESE TERMS

18.1 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

18.2 You will be subject to the policies and terms and conditions in force at the time that you place an Order for Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we dispatch the Product (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

19. LAW AND JURISDICTION

These Terms, and all Contracts for the purchase of Products through our Website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the laws of New Zealand. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of New Zealand, and courts entitled to hear appeals from those courts.