Good Goods Group Limited
TERMS OF TRADE

In these Terms of Trade, we have used **we**, **us** and **our** to refer to **Good Goods Group** Limited, **you** to refer to our customer and **Goods** to refer to all goods you acquire from us (including any associated services that we may supply to you). By ordering Goods from us you agree to be bound by these Terms.

1. **PRICE**

1.1 All prices are plus GST and other taxes and duties, which will be paid by you. We reserve the right to change our prices by updating the price on our website at any time.

2. **ORDERING AND PAYMENT**

2.1 An order by you is not binding on us until we confirm acceptance of the order to you.

2.2 You must pay for Goods at the time you place an order on our website (or as otherwise agreed by us in writing). All payments will be made without set-off or deduction.

2.3 We are not bound by any error or omission in relation to the price displayed on our website, an invoice, order form or other document or statement issued by us.

3. **DELIVERY**

3.1 You will pay all costs for the delivery of the Goods. Delivery of the Goods is deemed to be made when:
(a) the Goods arrive at the address specified by you for delivery of the Goods (unloading is then at your risk); or
(b) (should we permit you to collect the Goods) you or your agent are given possession of the Goods at our warehouse or elsewhere (loading is also then at your risk),

whichever is the earlier.

3.2 On delivery, the Goods are at your sole risk.

3.3 All claims for errors or short delivery must be made in writing by you within 7 days of delivery of the relevant Goods to you.

3.4 We may choose the carrier and the method of transport, unless otherwise agreed by us in writing. We may choose to deliver by instalments and may treat each delivery as a separate contract. Should we fail to deliver or make defective delivery of one or more instalments, this will not entitle you to cancel your order for Goods.

3.5 Subject to clause 7.5 below, any delivery date or time agreed by us is an estimate only and no delay in delivery will entitle you to cancel your order for Goods and we accept no liability for any loss or damage to you resulting from such delay. We may extend the date for delivery because of any reason or other circumstance outside our control.

3.6 It is your responsibility to ensure site access for all deliveries. If we, or our representatives, are required to drive on to a property to make delivery, neither us nor any of our carriers accept liability for any damage that may result to either the property of any person or the Goods. We may charge you storage and handling expenses on failure or refusal by you to take or accept delivery of Goods.

4. **TITLE AND RISK**

4.1 We will retain title to Goods we supply until they have been paid for in full and you have performed all your other obligations under these Terms.

4.2 Risk in all Goods passes to you when the Goods are collected or delivered. You will insure Goods for their full price, and will not sell, dispose or part with possession of them or do anything else inconsistent with our ownership of the Goods, from collection until title in them passes to you.

4.3 You agree that you have no rights in the intellectual property in the Goods and in any drawings, specifications or technical information relating to the Goods. If Goods are supplied to your design, you warrant that such design does not infringe any intellectual property rights of any third party and you indemnify us against all losses, costs, damages or liabilities incurred by us as a result of any claim being made that the supply of the Goods infringes the intellectual property of any third party.

5. **SUITABILITY**

5.1 You must ensure that:
(a) all Goods are handled, installed and used in line with the manufacturer's guidelines;
(b) any safety features of the Goods are not interfered with, modified or disabled;
(c) all Goods are used under appropriate supervision and with appropriate training; and
(d) any of your staff or agents using or handling the goods are instructed to comply with subclauses a, b, and c above.

5.2 You acknowledge that:
(a) we do not warrant or represent the suitability of any Goods, services, designs, person or organisation for your use nor do we warrant or represent any matter relating to the weathertightness of the Goods;
(b) you shall be responsible for ensuring that all and any instructions, recommended uses, applications and installation methods are followed and any cautions and/or warnings observed; and
(c) where any recommendation, information or advice has been given by or on behalf of us, this is a recommendation only and we will not have any liability in respect of the implementation of the recommendation.

5.3 You acknowledge that you are responsible for the accuracy of any dimensions, measurements, specifications or instructions given to us and that we may rely on this information. If there are costs for additional work required to modify the Goods (if possible) as a result of any inaccuracy or misinterpretation of those dimensions, measurements, specifications or instructions these will be to your account. We will use reasonable endeavours to ensure that any specification is within limits agreed with you, or where there is no such agreement, is reasonable.

6. **WARRANTIES**

6.1 The Consumer Guarantees Act 1993 (**CGA**), the Fair Trading Act 1986 (**FTA**), and other statutes may impose warranties, conditions or obligations on us which cannot by law (or which can only to a limited extent by law) be excluded. To the extent permitted by law, other than as expressly provided for in these Terms, we exclude all such imposed warranties, conditions or obligations to and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

6.2 Where you acquire Goods from us for the purposes of a business:
(a) the parties acknowledge and agree that:
(i) you are acquiring the Goods covered by these Terms for the purposes of a business in terms of sections 2 and 43(2) of the CGA;
(ii) the Goods are both supplied and acquired in trade for the purposes of the FTA and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations), and 13 (False or misleading representations); and
(b) you agree that all warranties, conditions, and other terms implied by the CGA or sections 9, 12A, and 13 of the FTA 1986 are excluded from these Terms to the fullest extent permitted by law and the parties further acknowledge and agree that it is fair and reasonable that the parties are bound by this clause.

7. **LIMITATION OF LIABILITY**

7.1 To the extent permitted by law, other than as expressly provided in these Terms, we will not be liable to you for any loss, damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from Goods provided by us to you.

7.2 To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms or for any other reason, such liability is limited to the amount of the price of the Goods concerned. If Goods are returned by you, or if you make a claim in writing to us in relation to Goods provided, we may, in our discretion, repair or replace the Goods, or refund the price of those Goods to you, provided that:
(a) the Goods must be returned or the claim must be made in writing to us within one calendar month of delivery; and
(b) you must supply the date and number of any invoice relating to the Goods; and
(c) we must be given a reasonable opportunity to inspect the Goods.

7.3 If we are found liable to you (whether in contract, tort or otherwise), and you and/or a third party has contributed to the loss or damage, we shall only be liable to the proportional extent of our own contribution.

7.4 Where the Goods are the subject of manufacturer's terms, guarantees or warranties (**"Third Party Warranties"**), we will use reasonable endeavours to secure for you the benefit of the Third Party Warranties and our obligations shall not extend any further under any circumstances to the extent permitted by law. In this respect, you are deemed to have made yourself familiar with and to be satisfied with the current terms of the Third Party Warranties provided by the relevant manufacturer. To the maximum extent permitted by law, we shall be under no liability for defects in Goods not manufactured by us. Failure to comply with the terms of the Third Party Warranties (including, without limitation, in relation to installation of the Goods) will invalidate such warranty. You must read the Third Party Warranties carefully and comply with their terms.

7.5 Nothing in these Terms is intended to have the effect of contracting out of the provisions of the FTA or CGA (or any other statute that impose warranties, conditions or obligations which cannot by law (or

which can be only to a limited extent by law) be excluded) except to the extent permitted by law, and these Terms must be read down to the extent that necessary to give effect to that intention to be excluded. Accordingly, if you are:

(a) a "consumer" (as defined in the CGA and FTA) (**Consumer**) nothing in these Terms will limit, or attempt to limit, your rights under the CGA or FTA including, without limitation, the remedies under the CGA if the Goods are delivered in a time frame substantially later than the estimated time or, if there is no estimated time, if the Goods are not delivered within a reasonable period of time; and

(b) a Consumer or you are in trade and these Terms constitute a "small trade contract" (as defined in the FTA) (**Small Trader**) any provision of these Terms declared to be an unfair contract term shall not apply to the Consumer or Small Trader.

8. **PRIVACY OF INFORMATION**

8.1 You authorise us to:

(a) collect, retain and use information about you from any person for any purpose connected with our business and these Terms including, but not limited to, assessing your financial standing and creditworthiness and undertaking direct marketing activities to you; and

(b) disclose any information about you to any person who guarantees or provides any insurance or other credit support in relation to your obligations to us under these Terms and to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies and powers under these Terms.

8.2 Where you are a natural person, the authorities given at clause 8.1 are authorities or consents for the purposes of the Privacy Act 2020 and you have the right to access and request the correction of any personal information that we hold about you.

9. **CONSTRUCTION CONTRACTS ACT 2002**

9.1 In the event that any sale by us of a Good means the supply is a "construction contract" within the meaning of the Construction Contracts Act 2002 ("**CCA**") so that the CCA applies to these Terms or any sale under them, the parties expressly agree that payment for the Goods under such construction contract shall be by way of a single payment in accordance with these Terms.

10. **CONFIDENTIALITY**

10.1 You will at all times treat as confidential all non-public information and material received from us and will not publish, release, or disclose the same without our prior written consent. For clarity, confidential information includes any intellectual property in the Goods and prices.

11. **COSTS**

11.1 You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under these Terms.

12. **DISPUTES**

12.1 Any claim or dispute arising under these Terms will be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts and does not apply in relation to any payment dispute.

13. **FORCE MAJEURE**

13.1 We will not be liable for any failure or delay in complying with any obligation imposed on us under these Terms if the failure or delay arises directly or indirectly from a cause reasonably beyond our control.

14. **SURVIVAL**

14.1 This clause 14 and clauses 5, 6, 7, 8, 9, 10, 11, 12, and 15 and any other provision which by its nature is intended to survive the termination or expiration of these Terms will survive the termination or expiration of these Terms.

15. **GENERAL**

15.1 These Terms supersede and cancel any earlier representations, warranties, understandings and agreements (whether oral or written) and constitute the entire agreement between us and you relating to their subject.

15.2 You may only assign, sell, or otherwise dispose of any right or obligation under these Terms if we consent in writing first.

15.3 No failure or delay by us to exercise (in whole or in part) any right, power or remedy under these Terms will operate as a waiver of that right, power or remedy.

15.4 We may change these Terms at any time. Any change applies from when it is published on our website www.goodgoods.co.nz.

15.5 Words referring to the singular include the plural and vice versa.

15.6 Any reference to a party includes:

(a) that party's executors, administrators, or permitted assigns; or

(b) if a company, limited partnership, or any other body corporate, its successors or permitted assigns or both.

15.7 References to statutory provisions will be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time.