**GST number:** 71-464-458

**Terms of Trade**

If you do not hold a charge account at Papakura Lawnmowers, by leaving your Equipment with us or sending your Equipment to us, you confirm that you accept the following terms of service:

**1. Our Services**

a. We will provide repair, upgrade, fault resolution and installation services, as may be required for your Service Request, in relation to your Equipment (whether as a Warranty Claim or outside of warranty).
b. We usually perform our services at our premises, with it being your responsibility to deliver and collect your Equipment from us. However, we may agree to collect your equipment from your site and repair your equipment at our site.
c. We perform our services during our normal business hours being 7:30 am to 5.00 pm Monday to Friday (excluding public holidays) and Saturday 8:00am – 12:00pm.
d. Although we will use all reasonable endeavours to provide you with your desired outcome to our services, due to a number of potential issues relating to your Equipment (including make, model, type, any prior damage etc) we are unable to guarantee that we will be able to provide any particular service outcome.
e. You warrant that you have all necessary rights and third party consents as may be required to enable us to perform your Service Request.

**2. Parts and Accessories**

a. Subject to clause 3(a) below, any parts or accessories supplied to you as part of our services will be charged to you in addition to our hourly service charge and any other charges (unless any quote from us expressly includes such additional charges). Title to such items will pass to you upon our receipt of payment in full.

b. Specific Terms Relating to Parts Enquiries and Purchases:  All parts sales are final, and will not be accepted for return or refund as a result of incorrect parts orders. If received parts are faulty, they will be tested and replaced if necessary. A fee may apply if no fault is found.

**3. Charges and Payment**

a. If your Service Request constitutes a Warranty Claim, then any obligation stated in these terms for you to pay charges to us will not apply if and to the extent that our charges are covered and paid for under your particular Warranty Claim. If our charges are not paid by the relevant Equipment manufacturer under a Warranty Claim, then you will be fully responsible for paying our charges (irrespective of your rights or otherwise against such manufacturer).

b. Our charges to you will either be as we quote to you if a quote is requested, or as per our Standard Hourly Rate, subject always to these terms and conditions.
c. Unless we have agreed in writing to extend credit to you, you must pay our charges in full (cash, EFTPOS or a credit card approved by us) before you collect your Equipment from us, or in some cases, within 7 days if we have delivered the equipment to your site. If we agree in writing to extend credit to you, then:

* unless we agree otherwise in writing, you will pay all sums due on or before the 20th day of the month following
* the month in which our invoice is dated, without set-off, counterclaim or any deduction whatsoever; and

You must provide us with a valid purchase order document from your organisation before we commence our services.
d. Your Equipment must be collected by you within 7 (seven) days after we notify you that it is ready to be collected. If you do not pay our charges (whether under a cash or credit arrangement), we have the right to retain your Equipment and sell it once 60 days expires after we first make demand for payment on you. You will be liable to pay our costs associated with the recovery of your debt (including our legal and other agency fees and charges). We will be entitled to deduct and retain all such sums from the proceeds of any sale of your Equipment under this clause. You will continue to be liable to us with regard to any shortfall following any such sale.
e. Clauses 3 and 4(c) above potentially create security interests in our favour. If such interests are created, we may register one or more financing statements on the Personal Property Securities Register in order to protect our position.

**5. Your Equipment**

a. We will endeavour to take all reasonable care of your Equipment. However, your Equipment is supplied to us at your risk. You must make sure that your Equipment is fully insured at all times.
b. If we need to send your Equipment to the manufacturer or another third party for any reason, you accept that we cannot be held responsible for the security or confidentiality of the data on your Equipment (including any personal information).You consent, and warrant that you have all third party consents, regarding the provision of all personal information to us. In the context of a Warranty Claim or other service, we may need to provide your personal information to the relevant manufacturer for verification purposes. You consent to such disclosure. You also consent to receiving electronic communications from us from time to time with regard to goods or services which we may promote.

**6. Liability**

a. Subject to clause 6(b) below, all repairs carried out by Papakura Lawnmowers is covered by warranty for a period of 30 (thirty) days from the repair invoice date. The warranty covers the work carried out only. All spare parts used for repairs remain the property of Papakura Lawnmowers until the repair invoice is paid in full.
b. All warranties and indemnities, and all potential liability which may be attributable to us, which is contained in any legislation, regulation or other law, is excluded from this agreement to the fullest extent permitted by law, including in particular the provisions of the Sale of Goods Act 1908 as amended, and the provisions of the Consumer Guarantees Act 1993 provided you are purchasing our services for business purposes. Nothing in this agreement is intended in any way to limit any legal rights and remedies which you may have which we are not permitted by law to exclude or restrict.

**7. Delivery/Shipping**

a. Papakura Lawnmowers utilises a company-run pick-up and delivery vehicle and to provide pick-up and delivery services for ride-on mowers.
b. Insurance of goods in transit is the responsibility of the owner of the goods

**8. Definitions**

Equipment means the equipment and related property supplied by you as noted upon service request;
Service Request means your request for our services as detailed in the Service Request Form or as otherwise requested by you;
Standard Hourly Rate means our standard hourly rate for services (plus GST) as notified by us from time to time (excluding any parts, accessories or third party services);
Warranty Claim means a claim by you that your Service Request is covered by a warranty issued by a manufacturer who we are expressly authorised by to perform services for;
You, your means you our customer as stated in the Service Request Form or as notified by other means; and
We, our, us means Papakura Lawnmowers Limited trading as “Papakura Lawnmowers”.