

# Vinyl Cladding New Zealand Limited (VCNZ)

## MASTER TERMS AND CONDITIONS OF TRADE

**Effective Date: 01 June 2025**

These Terms and Conditions govern all supply of goods and services by Vinyl Cladding New Zealand Limited ("VCNZ") to its customers. They apply to all orders, agreements, and deliveries, unless specifically varied in writing by a director of VCNZ. These terms also incorporate product-specific terms (e.g., Eclipse Ultra Joinery) where relevant.

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### 1. Definitions

1.1 "VCNZ" or "Supplier" means Vinyl Cladding New Zealand Limited and its successors or assigns.

1.2 "Customer" means any purchaser of goods or services from VCNZ, including agents or contractors.

1.3 "Goods/Services" means all products, materials, or services supplied by VCNZ, including imported items, substitute components, or modified assemblies required for local compliance.

1.4 "Price" refers to the amount payable for the Goods/Services, inclusive of GST unless otherwise stated.

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### 2. Acceptance and Applicability

2.1 By placing an order, making a deposit, or accepting delivery, the Customer confirms acceptance of these terms.

2.2 Where applicable, product-specific terms (e.g., Eclipse Ultra Joinery) prevail in case of inconsistency.

2.3 The latest version of these terms, available at [www.vinylcladding.co.nz](http://www.vinylcladding.co.nz), governs all ongoing contracts.

2.4 Customers must seek clarification or independent advice if they do not understand any term.

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### 3. Errors and Omissions

VCNZ is not liable for clerical or accidental errors unless due to gross negligence. Errors in quotes, documentation, or specifications shall not invalidate a contract.

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## **4. Changes in Control**

The Customer must notify VCNZ of any change in legal status or ownership within 14 days. Failure to do so may result in suspension of services and financial liability.

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## **5. Price and Payment**

5.1 Price is as per VCNZ quote or invoice. Prices may adjust due to Customer variations or cost escalations.

5.2 Deposits (up to 100%) may be required and are non-refundable. Exceptions may be granted in hardship, at VCNZ's discretion.

5.3 Payment is due on terms outlined in the contract or invoice. Time is of the essence.

5.4 No set-offs or deductions are allowed.

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## **6. Delivery**

6.1 Delivery estimates are not guaranteed. Delays shall not entitle the Customer to cancel or claim damages.

6.2 Risk passes to the Customer upon delivery. If VCNZ arranges shipping on behalf of the Customer, VCNZ acts solely as an agent for coordination. Title and risk still transfer upon landing or collection from the New Zealand port unless otherwise agreed in writing.

6.3 The Customer must ensure safe access and unloading within 20 minutes. Extra handling or delays may incur charges.

6.4 VCNZ reserves the right to substitute product lines, specifications, or materials of equivalent or higher standard when necessary for compliance, stock continuity, or fulfilment. Any such substitution will be notified to the Customer and does not entitle cancellation unless materially inferior to the agreed product.

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## **7. Risk and Insurance**

7.1 VCNZ maintains insurance only for total loss. Customers must arrange cover for repairable damage or consequential loss, including in-transit damage where VCNZ has coordinated shipping or customs clearance.

7.2 VCNZ is not responsible for third-party transit risk, packaging errors by overseas vendors, or downstream loss post-delivery. The Customer agrees to independently insure against partial loss or damage during importation, storage, or handling.

7.3 For residential or retail customers purchasing through a brokered delivery model (including LCL shipments), VCNZ may include basic insurance by default in the price. In such cases, any claim must be made through VCNZ's claims procedure and comply with insurer documentation requirements. If the Customer fails to comply, resolution shall be deemed complete and final. Trade or bulk customers may alternatively elect to arrange their own cover.

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## **8. Title and PPSA**

8.1 Title remains with VCNZ until full payment is received.

8.2 The Customer agrees these terms form a security agreement under the Personal Property Securities Act 1999. VCNZ may register a security interest.

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## **9. Limitation of Liability**

9.1 VCNZ's total liability is limited to the price paid for affected goods.

9.2 VCNZ is not liable for indirect, special, or consequential damages.

9.3 Goods/services provided free of charge are supplied without warranties or liability.

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## **10. Indemnity**

The Customer indemnifies VCNZ for any claims, loss, or damages arising from:

- Misuse, resale, or unauthorised modification of products;
  - Non-compliance with installation guides or building code;
  - Breach of these terms.
  - Alteration or substitution of imported goods by the Customer or any third party.
  - Failure to arrange suitable insurance for imported goods, including delays, damage, or packaging issues during international transport.
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## **11. Warranty and Consumer Law**

11.1 The Customer confirms that Goods are acquired for trade purposes and that the Consumer Guarantees Act 1993 does not apply.

11.2 Manufacturer warranties may apply where available. Claims must follow VCNZ's procedures.

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## **12. Eclipse Ultra – Specific Terms**

12.1 Orders require lead time of 70 days minimum. Delays over 90 days may occur. VCNZ is not liable for these delays.

12.2 VCNZ may consolidate customer shipments. Delays from combined shipping are accepted by the Customer.

12.3 All shipping cost estimates are provisional. Differences must be paid prior to delivery release.

12.4 The Customer must collect joinery within 10 working days of notice. Storage fees apply thereafter.

12.5 Deposits for Eclipse Ultra (up to 100%) are non-refundable.

12.6 Dimensions, configurations, and compliance are the Customer's responsibility. Orders are final once submitted.

12.7 Damage claims must be submitted within 3 working days. VCNZ will determine if repairable or replaceable.

12.8 "Acceptable repair" means a result that maintains structural integrity, waterproofing, and visual quality from 2 metres in daylight.

12.9 Customer agrees to VCNZ's internal resolution process first, then mediation in Christchurch before litigation.

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## **13. Dispute Resolution**

13.1 All disputes must follow VCNZ's internal claims process. If unresolved, parties agree to mediation in Christchurch prior to any formal legal action.

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## **14. Cancellation**

14.1 Orders may not be cancelled without written consent.

14.2 VCNZ may cancel and refund at its discretion. Made-to-order items are non-returnable.

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## **15. Privacy**

The Customer consents to data being stored and used by VCNZ for operational, credit, and marketing purposes per NZ privacy laws.

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## **16. General Provisions**

16.1 These terms are governed by New Zealand law and subject to the jurisdiction of Christchurch courts.

16.2 These terms may be updated by VCNZ by notice or publication.

16.3 No waiver or amendment is valid unless in writing and signed by a VCNZ director.

16.4 The Customer must not assign or subcontract obligations without prior written consent.

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