

Turbo Care (NZ) Limited (**Turbo Care, we, or us**) supplies products and services on the following terms and conditions to the person who acquires those products and services from us (**Customer or you**).

1. Products

- a. You may order products from us at any time by advising us of:
 - i. the quantity and description of the relevant products you require;
 - ii. whether you require delivery of the products or whether you will collect them;
 - iii. any other relevant information we require.
- b. We will notify you if we accept your order. Acceptance of your order will give rise to a new and separate contract between you and us relating to the products ordered, subject to these terms and conditions.

2. Services

- a. You may request services from us at any time by advising us of the services you require.
- b. We will notify you if we agree to provide those services. Acceptance of your request for services will give rise to a new and separate contract between you and us relating to the services, subject to these terms and conditions.

3. Price

- a. The price for products ordered will be provided to you at the time your order is placed.
- b. The price for our services will be provided to you when you request the services. Where specific services are not allocated a set price, we will charge on an hourly basis at the rate charged by us for those services at the time they are performed.

4. Payment

- a. We reserve the right to require you to pay a deposit as a condition of accepting your order or request for services. If we require a deposit it must be paid before we begin processing your order or performing the services.
- b. The following payment terms apply unless we have agreed to credit terms with you before receiving your order for products or request for services:
 - i. Payment for products is due when the products are ready for collection or delivery (as applicable). Products must not leave our premises until payment has been received.
 - ii. Payment for services is due immediately on completion of the services.
- c. If we have agreed to provide you with a trade account, payment will be due on the 20th of the month following the date of our invoice for account balances that do not exceed the credit limit imposed by us. For account balances that exceed the credit limit imposed by us, payment will be due in accordance with clause 4(a).
- d. Where we order in specific parts for you a 50% deposit will be required upon you placing your order.
- e. Payment must be made in full, without deduction or setoff.
- f. If you do not pay us on time then (without prejudice to any other rights we may have) we may:
 - i. Charge interest on the outstanding amount at 12% per annum (calculated daily) until payment is made in full.
 - ii. Charge you any collection costs and legal costs on a solicitor/own client basis in relation to recovery of payment.
 - iii. Suspend the supply of any further products or the performance of any further services until payment is received in full.

5. Delivery

- a. If you require us to deliver products to an agreed delivery location we will charge you a delivery fee. The delivery fee will be due for payment at the same time as the price for the products is due.
- b. We will endeavour to deliver the products at the time requested by you. However, we will not be liable if there is a delay in delivery for any reason. We reserve the right to leave the products at the agreed delivery location if you are absent at the time of delivery.
- c. Delivery will be deemed to have been completed when the products have been delivered to the agreed delivery location or when you collect the products from our premises (as applicable).

6. Title and risk

- a. Title to the products will pass to you once payment has been received in full.

- b. You may resell products to your customers in the ordinary course of business. If you do so the following applies:
 - i. Ownership of the products will vest in your customers, but
 - ii. The proceeds of the sale of the products sold by you will belong to us.
- c. At any time that you resell products you do so as principal and not as our agent. We will have no liability to your customers if you resell products in accordance with clause 6b.
- d. Risk and responsibility for loss and damage in relation to the products will pass to you on delivery to the agreed delivery location or when you collect the products from our premises.
- e. We retain the right to sell products you have ordered but not paid for, if they are not collected within six weeks of you being notified they are ready for collection. If you have paid a deposit but not paid the balance of the price within that timeframe, we may also retain the deposit.

7. Personal Property Securities Act 1999 (PPSA)

- a. If we supply products to you before payment is received in full, we may register our security interest in the products on the personal property securities register (**PPSR**).
- b. You must, upon request, promptly give us all assistance and information necessary to enable us to register a financing statement on the PPSR.
- c. You agree that the following sections of the PPSA will not apply: sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133, and 134.
- d. You waive your right to receive a verification statement under section 148 of the PPSA.

8. Returns

- a. We are not required to accept a return of a product if it is not defective.
- b. However, if we agree to accept a return of a product we will reimburse you for 90% of the price paid for the product. The remaining 10% of the price paid will be retained by us to cover our administrative and re-stocking costs associated with the return of the product.

9. Warranties and liability

- a. If you are a business and you are acquiring products or services for the purposes of your business, then you agree that the Consumer Guarantees Act 1993 will not apply in relation to the supply of products and services to you. All other statutory warranties which may be implied (including under the Sales of Goods Act 1908) are expressly excluded to the extent allowed by law.
- b. If you take any action and incur any expense to remedy any defect in relation to the products and services provided by us without our approval, you will be solely liable for those expenses.
- c. We will not accept any claim in respect of any alleged defect or failure in the products or services unless the warranty card is completed and received by us within 7 days after delivery or collection of the products (as applicable) or completion of the services. If you do not meet this timeframe you will be deemed to have accepted the products or services and we will have no further obligation to you.
- d. You must return products you allege are faulty or defective to us in their original state and not disassembled. We will not accept any claims where you fail to do so. We will inspect the returned products for any alleged defect or failure before advising you whether we accept your claim.
- e. If we accept your claim then we may at our option repair or replace products, re-perform services, or provide you with a refund of the price paid by you.
- f. We do not have any obligation to repair or replace products or provide a refund to you where the following circumstances apply:
 - i. You have not complied with the requirements in clause 9(c);
 - ii. Any new or overhauled turbocharger has undertaken 20,000 kilometres, 2,000 hours, or 12 months has elapsed since purchase of the turbo charger from us (whichever occurs first);
 - iii. You have on-sold or otherwise disposed of the products to another person, except where you have resold products to your customers in the ordinary course of business as permitted under clause 6(b);
 - iv. The recommendations or guidelines provided have not been followed;
 - v. Where applications have a restricted air supply to a turbo charger or, due to worn engine components, oil leakage is caused by high crankshaft pressure;
 - vi. Damage has been caused by improper installation, misuse, neglect, improper maintenance, handling or operation of the products or unauthorised repair or alterations or externally induced physical damage to the products, or normal wear and tear;
 - vii. Products are used for a purpose different from that for which they were supplied; or
 - viii. Products are fitted to performance or motorsport vehicles or products are used in race applications and damage occurs as a result of that use.
- g. Our maximum aggregate liability arising under or in connection with these terms and conditions, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation or otherwise, will in all circumstances be limited to the prices actually paid by you to us in respect of the relevant products and/or services subject to the claim.

- h. We will not be liable to you for any indirect, consequential or special loss or damage, loss of revenue, economic loss or damage, loss of business or profits or anticipated business or profits, loss of goodwill, loss of anticipated savings or for any business interruption, whether or not that loss was, or ought to have been, contemplated by us.

10. Events beyond our control

We reserve the right to cancel your order of products or request for services if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control.

11. Privacy

- a. You authorise us to collect, retain, use, and disclose any information about you for the following purposes:
 - i. Supply of products and provision of services;
 - ii. Provision of credit;
 - iii. Debt recovery/collection;
 - iv. Marketing of our products and services to you, including contacting you electronically (for example, by text or email);
 - v. Registration of a security interest under the PPSA;
 - vi. Enforcing our rights or applying these terms and conditions;
 - vii. Complying with laws;
 - viii. Undertaking any other purposes authorised by you or the Privacy Act 1993.
- b. The information will be collected, held and used on the condition that:
 - i. It will be held securely by us; and
 - ii. It will be accessible to any of our employees and agents who need access to it for the efficient running of our business.
- c. You may request access to and correction of your personal information at any time.

12. Validity

In the event that any provision of these terms and conditions is held to be unenforceable or invalid, that provision will be deemed deleted from these terms and conditions and the remaining provisions will continue in full force and effect.

13. No waiver

We will not be deemed to have waived any right under these terms and conditions unless the waiver is in writing and signed by us. A failure to exercise or delay in exercising any right by us under these terms and conditions will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these terms and conditions.

14. No assignment

You must not assign or transfer any of your rights or obligations under these terms and conditions without our prior written consent.

15. Amendments

These terms and conditions may not be amended or varied in any way unless such amendment or variation is made in writing and signed by you and us.

16. Governing law and jurisdiction

New Zealand law will apply and New Zealand courts will have jurisdiction in relation to these terms and conditions, and any claims arising out of any transaction between you and us.

DATED the ____ day of _____ 20____

SIGNED for and on behalf of
TURBO CARE (NZ) LIMITED

Signature

Full name

Position

SIGNED for and on behalf of the
CUSTOMER

Signature

Full name

Position