



TERMS OF TRADE

Prestige Turf Limited ("Prestige Turf")

1. Terms of Trade

- 1.1. Prestige Turf's standard Quotation and Tax Invoice sets out the scope of works and pricing. These Terms of Trade apply to all quotations and supplies.
- 1.2. The placing by a Customer of an order will be deemed to be an acceptance by the Customer of these terms and conditions, notwithstanding anything that may be stated to the contrary on the Customer's request for a Quote or the Customer's order.

2. Definitions

- 2.1. When the terms "you" or "your" are used, they refer to Customers.
- 2.2. When the terms "we" or "our" or "us" are used, they refer to Prestige Turf.
- 2.3. "Goods" means all goods supplied by Prestige Turf to a Customer.
- 2.4. "Property" means the property, premises, site or location where the Services are to be performed.
- 2.5. "Services" means all services provided by Prestige Turf to a Customer and includes without limitation the provision of all installation services, all charges for labour and work and all costs and charges associated with a change to the original order or Quote or any fee or charge whatsoever associated with the supply of Services by Prestige Turf to a Customer.

3. Price and Variation

- 3.1. Quotations are valid for the period specified on the quote. Prestige Turf reserves the right to withdraw or revise a quotation if not accepted within the stated validity period.
- 3.2. All orders for Goods and Services will be at the prices set out in a valid Quote. The Customer must pay the prices charged.
- 3.3. If you ask and we agree to provide Goods and / or Services that are not covered by a Quote, those Services will be charged on an hourly basis at Prestige Turf's standard hourly rate as quoted, plus the cost of any material supplied in carrying out those Services.
- 3.4. Any variations or additional work requested by the Customer must be agreed in writing (including via email or text message) before work commences. Prestige Turf will charge for variations at Prestige Turf's standard hourly rate as quoted. The Customer's written approval constitutes acceptance of the variation and associated costs.
- 3.5. Unless otherwise stated, all prices are exclusive of GST and other taxes which are payable by the Customer.
- 3.6. Prestige Turf may increase its prices by written notice to the Customer. Any increase in price must be notified to the Customer no less than 60 days before such increase takes effect.

4. Delivery

- 4.1. Delivery occurs at the time possession of the Goods passes from Prestige Turf to the Customer or a person nominated by the Customer. The date on which delivery or collection occurs (as relevant) is referred to in these Terms of Trade as the Possession Date.
- 4.2. Prestige Turf will make every effort to complete delivery on the date agreed but Prestige Turf shall not be liable for late delivery or consequential damages of any kind arising out of late delivery nor will Prestige Turf accept cancellation of any order because of late delivery.

5. Terms of Payment

- 5.1. Prestige Turf reserves the right to require you to pay a deposit as a condition of accepting your order for Goods or request for Services. If we require a deposit it must be paid before we begin processing your order or performing the Services.
- 5.2. All payments must be made in full, without deduction or setoff.
- 5.3. Receipt by Prestige Turf of any cheque or other payment method shall not be deemed to be payment until the same has been honoured or cleared and, until such time, shall not prejudice or affect Prestige Turf's rights, powers or remedies against the Customer and/or the Goods.

Customers without a trade account

- 5.4. The following payment terms apply unless we have agreed to you operating a trade account before receiving your order for Goods or request for Services:
 - 5.4.1. Payment for Services is due within the timeframe agreed with the Customer and specified in the quote or invoice. For residential customers, payment is due within seven days of invoice unless otherwise agreed. For new business customer relationships, payment terms will be confirmed via email prior to work commencing.
 - 5.4.2. Where we order in specific Goods for you a 30% deposit will be required upon you placing your order.
 - 5.4.3. If an account becomes overdue and a debt collection agency is engaged, all debt collection fees will be charged to the Customer.

Customers with a trade account

- 5.5. Where, before receiving your order for Goods or Services, we have agreed to you operating a trade account, then payment for the Goods and Services is due on the 20th day of the month following the date of the relevant invoice.
- 5.6. An invoice will be raised either:
 - 5.6.1. following collection or delivery of the Goods (as appropriate); or
 - 5.6.2. for larger jobs, in instalments as notified by us to you.
- 5.7. Prestige Turf reserves the right to charge interest on overdue accounts at the rate of 18% per annum, calculated on a daily basis.
- 5.8. Unless otherwise stated the amount payable shall be that shown on Prestige Turf's Tax Invoice without any deduction whatsoever.
- 5.9. If you do not pay us on time then (without prejudice to any other rights we may have) we may:
 - 5.9.1. Charge you any collection costs and legal costs on a solicitor/own client basis in relation to recovery of payment.
 - 5.9.2. Suspend the supply of any further Goods or the performance of any further Services until payment is received in full.

6. Warranties and Liability

- 6.1. Nothing in these terms and conditions is intended to limit our obligations under the Consumer Guarantees Act 1993. If you are a consumer as defined under that Act, we provide guarantees regarding:
 - 6.1.1. the quality, description, and fitness for purpose of the Goods we supply to you; and
 - 6.1.2. reasonable skill and care, fitness for purpose, and time for completion of the Services we supply to you.
- 6.2. If you take any action and incur any expense to remedy any defect in relation to Goods and Services provided by us without our approval, you will be solely liable for those expenses.
- 6.3. Prestige Turf does not have any obligation to repair or replace Goods or provide a refund to you where the following circumstances apply:
 - 6.3.1. you have on-sold or otherwise disposed of the Goods to another person;
 - 6.3.2. the recommendations or guidelines in relation to the care of the Goods provided have not been followed; or

- 6.3.3. damage has been caused by misuse, neglect, improper maintenance of the Goods or externally induced physical damage to the Goods, or normal wear and tear.
- 6.4. This clause applies only to Customers who are in trade. To the extent permitted by law, Customers in trade acknowledge they are acquiring these goods and services in the course of a business and agree that the protections of the Consumer Guarantees Act 1993 do not apply to this supply.
- 6.5. Prestige Turf will take care to identify and avoid underground services during works. However, Prestige Turf accepts no responsibility for damage to underground services that have been installed in breach of applicable standards or specifications, including services installed at depths less than required by law or industry standards.
- 6.6. The Customer is responsible for routine annual maintenance of the artificial turf. The Customer acknowledges that specific product warranties, UV fade expectations, and maintenance requirements are detailed in the product documentation provided at quotation. The Customer must avoid exposure of the turf to excessive heat from reflective surfaces such as double glazed windows and heated equipment. Site-specific risks have been discussed with the sales representative and noted in the Customer's quote.

7. Claims

- 7.1. Defects in Prestige Turf's installation workmanship are covered under Prestige Turf's two-year workmanship guarantee, provided the Customer reports the defect to Prestige Turf as soon as reasonably practicable after discovery. Early reporting is essential as delayed notification may result in unrepairable deterioration or further damage that cannot be rectified. If the Customer fails to report a defect as soon as reasonably practicable, the warranty for that defect may be void. This guarantee does not cover defects arising from work carried out by other contractors. Manufacturing defects in the turf or materials are covered under the relevant product manufacturer's warranty.

8. Title and Risk

- 8.1. Ownership of Goods supplied to the Customer by Prestige Turf remains with Prestige Turf and shall not pass to the Customer until all money the Customer owes to Prestige Turf is paid in full.
- 8.2. The risk in Goods supplied passes to the Customer on delivery. The Customer must insure goods from delivery.
- 8.3. If the Goods become fixtures then that shall not extinguish or diminish the obligation of the Customer to pay Prestige Turf.
- 8.4. The Customer agrees that Prestige Turf's security interest in the Goods is a continuing and subsisting security with priority over a registered general security and any unsecured creditors despite the fact of the Goods having become fixtures at any time before payment has been made for them.
- 8.5. Until Prestige Turf receives payment in full the Customer shall hold or deal with the Goods for and on behalf of Prestige Turf and in every respect as a fiduciary and agent.
- 8.6. If the Goods or any part of them are sold by the Customer prior to payment having been made to Prestige Turf then the proceeds of sale shall be held by the Customer on trust for and on behalf of Prestige Turf in a separate account.

9. Personal Property Securities Act 1999 ("PPSA")

Capitalised expressions have the meaning prescribed to them in the PPSA.

- 9.1. The Customer acknowledges Prestige Turf's Security Interest in all Goods ("Collateral") supplied to the Customer but not paid for under these Terms of Trade.
- 9.2. Prestige Turf reserves the right at its discretion to register a Financing Statement in respect of each category of Goods supplied to the Customer which comprises Collateral. Prestige Turf's costs of registering a Financing Statement or a Financing Change Statement shall be paid by the Customer and where applicable debited by Prestige Turf against the Customer's account with Prestige Turf.
- 9.3. On the request of Prestige Turf, the Customer shall promptly execute any documents and do anything else required by Prestige Turf to ensure that Prestige Turf's Security Interest in the Collateral created by these Terms of Trade constitutes a Perfected Security Interest over the Goods comprising the Collateral.

9.4. The Customer shall not agree to allow any person to file a Financing Statement over the Collateral without the prior consent of Prestige Turf and shall notify Prestige Turf immediately if it becomes aware of any person taking steps to file a Financing Statement against any of the Collateral.

9.5. The Customer and Guarantor (if any):

9.5.1. agree(s) that nothing in s114(1)(a), 133 and 134 of the PPSA will apply to these Terms of Trade;

9.5.2. waive(s) the Customer's right to do any of the following: object to Prestige Turf's proposal to retain any Personal Property under s121 of the PPSA; not have Goods damaged when Prestige Turf removes an Accession under s125 of the PPSA; receive notice of the removal of an Accession under s129 of the PPSA; receive notice of the removal of an Accession under s131 of the PPSA; to receive a copy of the Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to the Security Interest created by these Terms of Trade.

10. Health and Safety

10.1. Prestige Turf and the Customer will observe and practice all health and safety requirements under the Health and Safety at Work Act 2015. Both parties will consult, co-operate, and co-ordinate activities with each other and other relevant parties in relation to health and safety duties at the Property.

10.2. Without limiting clause 10.1, you must:

10.2.1. notify us of any hazards or risks on the Property prior to us entering the Property;

10.2.2. not interrupt or interfere with the supply of Goods or performance of Services at the Property;

10.2.3. follow all our reasonable instructions in relation to health and safety at the Property; and

10.2.4. ensure that any person you invite to the Property also complies with these requirements.

11. Force Majeure

11.1. Prestige Turf shall not be liable to the Customer for damages directly or indirectly arising from any delay or failure in delivery of the Goods and/or Services or failure to perform any of the Terms of Trade where such delay or failure is caused directly or indirectly by an act of God, frost, electrical failure, fire, armed conflict, labour dispute, civil commotion, Government intervention, inability to obtain labour or materials, accidents, transportation delays, or any other cause beyond Prestige Turf's reasonable control.

12. Information and Privacy Act

12.1. For the purposes of facilitating the administration of Prestige Turf's business, the Customer authorises Prestige Turf:

12.1.1. To collect all information it may require about the Customer from any third parties and authorises those third parties to release that information to Prestige Turf;

12.1.2. To hold all information given by the Customer or any third party to Prestige Turf;

12.1.3. To use that information including giving the information to any other person to facilitate collection of debts from the Customer.

12.1.4. The information will be collected, held and used on the condition that it will be held securely at the office referred to on Prestige Turf's Tax Invoice; it will be accessible to any of Prestige Turf's employees and agents who need access to it for the administration of Prestige Turf's business; and the Customer may request access to and correction of it at any time.

13. Termination

13.1. Prestige Turf may terminate these Terms of Trade on the giving of seven (7) days' notice in writing to the Customer but such termination shall be without prejudice to any existing rights and remedies that Prestige Turf may have against the Customer.

13.2. If the Customer cancels this order or work after a deposit has been paid, Prestige Turf will refund the deposit less a two hundred dollar administration fee. Where Prestige Turf has ordered turf or materials specifically for the Customer's job, those materials are subject to non-refundable costs which the Customer remains liable for.

14. General

- 14.1. Prestige Turf may assign any of its rights and obligations to any person. The Customer may not assign any of the Customer's rights and obligations to any person without the prior written consent of Prestige Turf.
- 14.2. These Terms of Trade are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.
- 14.3. Written notice under these Terms may be given by email, post, or hand delivery. Notice is deemed received when delivered by hand, upon sending if by email, or five business days after posting if by post.
- 14.4. If any clause or part of these Terms is found to be invalid or unenforceable, that clause or part shall be severed, and the remaining clauses shall continue in full force and effect.
- 14.5. If a dispute arises under these Terms, the parties agree to attempt to resolve the matter by good faith discussion before commencing legal proceedings.