



SUPPLIER TERMS & CONDITIONS OF TRADE

RML Machinery Limited

1. Definitions

“RML” shall mean RML Machinery Limited, its successors and assigns or any person acting on behalf of and with the authority of RML Machinery Limited.

“Supplier” shall mean the supplier (or any person acting on behalf of and with the authority of the Supplier) providing Goods and/or Services to RML.

“Goods” shall mean all goods supplied by the Supplier to RML (and where the context so permits shall include any supply of Services).

“Services” shall mean all services supplied by the Supplier to RML including any advice or recommendations.

“Price” shall mean the price payable by RML for the Goods and/or Services as agreed in writing between RML and the Supplier.

2. Acceptance

Any supply of Goods and/or Services by the Supplier to RML shall constitute acceptance of these Terms and Conditions.

These Terms apply to the exclusion of any terms or conditions contained in the Supplier’s documentation unless expressly agreed in writing by RML.

These Terms may only be varied with the written consent of RML.

3. Price and Payment

The Price shall be either as agreed in writing between the parties or as set out in the Supplier’s accepted quotation.

Unless otherwise agreed, Prices are inclusive of all costs associated with the supply, including packaging, freight, duties, and insurance.

GST shall be added to the Price where applicable.

The Supplier shall provide a valid tax invoice.

Payment shall be due on the 30th day of the month following the invoice date, provided the invoice is valid and the Goods and/or Services have been received and accepted by RML.

All invoices and associated Goods and/or Services must be received by RML no later than the 5th day of the month following supply. Any invoices or Goods received after this date may, at RML’s discretion, be processed in the following month’s accounts.

RML may withhold payment of any disputed portion of an invoice until the dispute is resolved.

4. Delivery of Goods

Delivery shall occur at the time and place agreed with RML.

Risk in the Goods passes to RML upon delivery and acceptance.

RML may reject Goods that are damaged, defective, non-conforming, or delivered late.

5. Services

Services must be performed with due care, skill, and diligence and in accordance with all applicable laws, regulations, and industry standards.

If Services are defective or incomplete, RML may require rectification at no additional cost.

6. Warranties

The Supplier warrants that:

- Goods are fit for purpose, of merchantable quality, and free from defects;
- Goods and Services comply with all applicable New Zealand laws and standards;
- the Supplier has the right to supply the Goods and Services;
- Goods do not infringe any third-party intellectual property rights.

7. Health and Safety

The Supplier shall comply with the Health and Safety at Work Act 2015 and all relevant health and safety requirements.

The Supplier must ensure that any work undertaken on RML sites is performed safely and without risk to people or property.

8. Insurance

The Supplier shall maintain appropriate insurance, including public liability insurance, sufficient to cover its obligations under these Terms.

9. Liability and Indemnity

The Supplier indemnifies RML against all losses, damages, costs, and claims arising from breach, defective Goods or Services, or negligence or wilful misconduct.

To the extent permitted by law, RML excludes liability for indirect or consequential loss.

10. Confidentiality

All information provided by RML is confidential and must not be disclosed or used except for the purpose of supplying Goods or Services to RML.

11. Termination

RML may terminate any order immediately by written notice if the Supplier breaches these Terms or becomes insolvent.

Termination does not affect rights accrued prior to termination.

12. Governing Law

These Terms are governed by the laws of New Zealand and the parties submit to the jurisdiction of the New Zealand courts.

13. General

If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force.

The Supplier may not assign or subcontract without RML's prior written consent.