

GENERAL TERMS AND CONDITIONS

High Quality Limited trading as HQ Cabins

1. CLIENT ACKNOWLEDGEMENTS

1.1 A legally binding contract ("Contract") is formed between HQ Cabins and the Client upon the Client accepting a quotation, paying a deposit, placing an order, or accepting delivery of any Goods or Services.

1.2 These Terms and Conditions apply to all quotations, Goods, and Services supplied by HQ Cabins unless expressly agreed otherwise in writing.

1.3 The Client warrants that they have full legal capacity and authority to enter into this Contract and that they are not insolvent.

1.4 HQ Cabins is not bound by any verbal representations or statements unless confirmed in writing by an authorised representative.

2. NATURE OF CABINS & REGULATORY STATUS

2.1 All cabins supplied by HQ Cabins are **portable, relocatable, and temporary structures**, unless expressly stated otherwise in writing.

2.2 HQ Cabins makes no representation that standard cabins comply with the New Zealand Building Code for permanent dwellings.

2.3 Building consent, Code Compliance Certificate (CCC), Certificate of Acceptance (COA), Producer Statements (PS1–PS4), or any council documentation are **not included** unless expressly agreed in writing **prior to order confirmation**.

2.4 If the Client intends to seek building consent or council approval, this must be declared before placing an order. Additional design, engineering, documentation, materials, time, and costs will apply.

2.5 HQ Cabins does not provide "cabin compliance certificates" for standard cabins.

3. QUOTATIONS

3.1 Quotations are valid for the period stated.

3.2 Prices are subject to change due to material, labour, freight, currency fluctuation, or regulatory cost increases.

3.3 Any variation requested after acceptance may incur additional costs and extended lead times.

4. PAYMENT TERMS

- 4.1 A non-refundable deposit is required to confirm an order.
- 4.2 Full payment must be made prior to dispatch or collection, unless otherwise agreed in writing.
- 4.3 HQ Cabins may charge storage fees for delayed collection.
- 4.4 Interest may be charged on overdue amounts at 2.5% per calendar month.

5. VARIATIONS

- 5.1 HQ Cabins may adjust the Price if variations are requested by the Client or required due to unforeseen circumstances.
- 5.2 Variations must be accepted in writing before work proceeds.

6. LEAD TIMES & DELAYS

- 6.1 All lead times are estimates only.
- 6.2 HQ Cabins is not liable for delays caused by supply chain issues, weather, transport availability, public holidays, or events beyond its control.

7. DELIVERY, TRANSPORT & RISK

- 7.1 Delivery and transport costs are additional unless expressly stated otherwise in writing.
- 7.2 Delivery is deemed to have occurred when: (a) the Goods are collected from HQ Cabins' premises by the Client or the Client's nominated transporter; or (b) the Goods are delivered to the Site and a delivery receipt is signed by the Client or the Client's representative.
- 7.3 Risk in the Goods passes to the Client upon delivery or collection, whichever occurs first.
- 7.4 Where unloading, lifting, or craning is arranged or provided by the Client or a third party, HQ Cabins accepts no liability for any loss or damage occurring during unloading or subsequent handling.
- 7.5 Delivery dates provided by HQ Cabins are estimates only. HQ Cabins is not liable for delays caused by transport availability, access restrictions, weather, road conditions, pilot vehicle requirements, or events beyond its reasonable control.
- 7.6 The Client is responsible for ensuring: (a) clear, safe, and suitable access to the Site; (b) adequate ground conditions capable of supporting delivery vehicles, trailers, Hiab or crane equipment; (c) compliance with all transport, pilot vehicle, and local authority requirements.
- 7.7 Any additional costs arising from difficult access, aborted deliveries, re-delivery, waiting time, pilot vehicles, escorts, or special lifting requirements shall be charged to the Client.

8. STORAGE & LATE COLLECTION

8.1 Where the Client fails to collect the Goods or accept delivery on the agreed date, HQ Cabins reserves the right to charge storage fees.

8.2 Storage fees shall be charged at **NZD \$7.50 plus GST per square metre per day**, calculated from the first business day following the agreed collection or delivery date, until the Goods are removed from HQ Cabins' premises.

8.3 Storage fees are payable on demand and must be settled prior to release of the Goods.

8.4 HQ Cabins shall not be liable for any deterioration, surface corrosion, or cosmetic changes to the Goods arising during storage, provided reasonable care is taken.

8. SITE ACCESS & FOUNDATIONS

8.1 Foundations are not included unless expressly agreed.

8.2 The Client must ensure foundations are suitable, ventilated, and prevent direct contact between steel and soil.

8.3 Incorrect foundations may void warranty.

9. USE, RELOCATION & MODIFICATIONS

9.1 Cabins are supplied for temporary use only.

9.2 The Client confirms that the unit is not being purchased as a permanent dwelling unless additional compliance work is independently arranged.

10. COASTAL & HIGH-EXPOSURE SITES

10.1 Cabins located in coastal, high-wind, or high-exposure environments require increased maintenance.

10.2 Regular washing, repainting, and corrosion prevention are mandatory.

10.3 Failure to maintain the cabin may void warranty.

11. INSPECTION, DAMAGE & DEFECTS

11.1 The Client must carefully inspect the Goods immediately upon delivery or collection and before signing any delivery receipt or confirmation.

11.2 By signing the delivery receipt, delivery docket, or confirmation form, the Client confirms that the Goods have been received in good condition and free from visible damage, unless any damage is clearly noted on the delivery documentation.

11.3 Any damage, defects, or missing components must be reported to HQ Cabins in writing within seventy-two (72) hours of delivery or collection.

Failure to provide written notice within this time frame shall be deemed acceptance that the Goods were received in good condition.

11.4 Where delivery is carried out by a third-party transport provider, damage must be recorded on the delivery receipt at the time of delivery in order for any transport claim to be considered. HQ Cabins shall not be liable for transport-related damage that was not recorded at the time of delivery.

11.5 Minor cosmetic marks, surface waviness, paint scratches, or other slight visual variations that may occur during manufacturing, stacking, transport, handling, or due to lighting reflection on large panels do not affect the structural integrity, insulation performance, or weatherproofing of the Goods and shall not be considered defects.

11.6 Where Goods are supplied as flatpack or kitset products requiring self-assembly, the Client is responsible for ensuring proper handling, unpacking, and installation. HQ Cabins shall not be liable for damage occurring during unpacking, handling, or installation by the Client or any third party.

12. FIT FOR PURPOSE

12.1 The Supplier relies on the Client's stated intended use when supplying the Goods. The Supplier is not responsible for any use beyond that scope.

13. WARRANTY

13.1 HQ Cabins provides a standard 12-month warranty on materials and workmanship unless stated otherwise.

13.2 Warranty excludes normal wear and tear, corrosion, third-party products, misuse, relocation, modification, or lack of maintenance.

14. CONSUMER GUARANTEES ACT 1993

14.1 Where the CGA applies, statutory rights are not excluded.

14.2 Where Goods are purchased for business, rental, or commercial purposes, the CGA does not apply to the extent permitted by law.

15. LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by law, HQ Cabins is not liable for indirect or consequential losses, including council enforcement actions.

15.2 Total liability is limited to the purchase price paid.

16. TITLE & PPSA

16.1 Title to Goods remains with HQ Cabins until full payment is received.

16.2 The Client grants HQ Cabins a security interest under the Personal Property Securities Act 1999.

17. DEFAULT

17.1 HQ Cabins may suspend or terminate this Contract if the Client breaches payment or other obligations.

18. DISPUTE RESOLUTION

18.1 Parties will first attempt good faith negotiation.

18.2 If unresolved, disputes may proceed to mediation, arbitration, or the Disputes Tribunal.

19. FORCE MAJEURE

19.1 Neither party is liable for failure to perform due to events beyond reasonable control.

20. PRIVACY

20.1 Personal information is handled in accordance with the Privacy Act 2020.

21. GOVERNING LAW

21.1 This Contract is governed by the laws of New Zealand.

22. ACCEPTANCE

Acceptance of a quotation, payment of a deposit, or acceptance of delivery confirms agreement to these Terms and Conditions.

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