

ADDITIONAL TERMS & CLARIFICATIONS (2026 UPDATE – LEGAL SUPPLEMENT)

1. Interpretation

These Additional Terms form part of the Supplier's Terms & Conditions and apply to all goods and services supplied by High Quality Limited (HQ Cabins) unless otherwise agreed in writing.

In the event of any inconsistency, these Additional Terms shall prevail to the extent of that inconsistency.

2. Product Nature & Representation

The Customer acknowledges and agrees that:

- (a) The unit supplied is a relocatable structure constructed on a steel chassis and is not permanently affixed to land at the point of supply.
- (b) The unit is not supplied as a building and is not intended to function as a building under the Building Act 2004.
- (c) The unit is not designed, manufactured, or supplied to comply with the New Zealand Building Code for permanent dwellings.

No representation, warranty, or statement is made that the unit is suitable for use as a consented dwelling unless independently verified and approved by the relevant authority.

3. Scope of Supply

Unless expressly stated in writing, the following are excluded from supply:

Spouting (gutters)

Downpipes

Drainage systems

Site works

Foundations

External water management systems

The Customer acknowledges that all such items are outside the Supplier's scope.

4. Drainage & Water Management

The Customer is solely responsible for ensuring that:

Adequate drainage systems are installed

Rainwater is effectively directed away from the unit

Appropriate water management is maintained at all times

The Supplier:

Does not design or install drainage systems

Does not guarantee compatibility with any third-party drainage solutions

The Supplier shall not be liable for:

Water ingress

Splash-back

Moisture-related effects

arising from the absence, inadequacy, or failure of drainage systems.

For the avoidance of doubt, the absence of spouting or drainage systems does not constitute a defect in the unit.

5. Site Conditions

The condition and behaviour of the unit may be influenced by site-specific conditions including, but not limited to:

Ground level and slope

Water flow and drainage

Rainfall and environmental exposure

Any effect caused by site conditions shall be deemed:
a site-related matter and not a defect in the product.

6. Third-Party Works

Any work undertaken by third parties (including contractors engaged by the Customer):

Is outside the Supplier's control

Does not form part of the supply

Does not transfer liability to the Supplier

The Supplier is not responsible for:

Contractor refusal to undertake work

Design decisions by third parties

Workmanship or compatibility issues

7. Maintenance Requirement

The Customer agrees to maintain the unit in accordance with:

HQ Cabins Maintenance & Site Responsibility Guide

[<https://hqcabins.co.nz/2026/04/01/maintenance-guide/>]

Failure to follow the recommended maintenance practices:

shall not constitute a defect, fault, or failure of the product.

The Maintenance Guide forms part of the contractual documentation.

8. Environmental Factors

The Customer acknowledges that performance may be affected by:

Rainfall intensity

Environmental exposure (including coastal or high-exposure areas)

Duration and conditions of use

Any resulting wear or effect over time shall be considered:

normal use or environmental impact, not product defect.

9. No Reliance

The Customer acknowledges and agrees that:

(a) They have not relied on any representation, statement, or advice not expressly set out in writing by the Supplier.

(b) No oral statement or informal communication shall form part of the contract.

10. Limitation of Liability

To the maximum extent permitted by law, the Supplier shall not be liable for:

Indirect or consequential loss

Loss arising from site conditions

Loss related to drainage or water management

Loss arising from third-party works

Nothing in this clause limits the Customer's responsibilities under these Terms.

11. Continued Use

Where the unit is used:

Without completion of site systems (including drainage)

Over an extended period

Any resulting condition shall be considered:

arising from use and site conditions over time, not from initial supply.

12. No Admission

Any inspection, recommendation, maintenance, or upgrade provided by the Supplier:

shall not be construed as an admission of defect, fault, liability, or obligation to rectify.

13. Acceptance

By proceeding with payment, the Customer:

(a) Confirms that they have read, understood, and accepted these Additional Terms in full.

(b) Agrees that these Terms, together with all referenced documents, form part of the contract of supply.