

# GLACIER INTERNATIONAL LIMITED

## TERMS AND CONDITIONS

### 1. DEFINITIONS

**"Contract"** means the Invoice, Consumer Information Notice (CIN) (if any) together with these Terms and Conditions issued by Glacier International Limited.

**"Goods and Services"** refer to Goods and Services supplied and provided by Glacier International Limited, including but not limited to the sale of used vehicles, right hand drive conversions, servicing, repairs, accessories and warranty claims.

**"Purchaser"** means the Purchaser of the Vehicle pursuant to this agreement.

**"Glacier International Limited"** (NZBN 9429049478365) refers to the business trading as "Glacier International Limited" located at Lot 1, Top Building Platform, 27 Kingston Road, Queenstown, New Zealand ("Glacier").

**"Vehicle"** means the vehicle purchased pursuant to this Contract, including but not limited to any accessories.

### 2. TERMS OF CONTRACT

- 2.1. Where the Purchaser is a company, the Director who signs on behalf of the Purchaser warrants that they are authorised by the Purchaser to enter into this Contract.
- 2.2. Subject to any special conditions or rights of cancellation, once this Contract is signed by the Purchaser, the Purchaser is bound by the terms of this Contract and must finalise the transaction, however this Contract will not bind Glacier until it is counter signed by Glacier. These terms and conditions may be varied or amended by Glacier from time to time.

### 3. SPECIAL CONDITIONS

- 3.1. This Contract is subject to any special conditions listed in the Special Conditions section of the invoice which forms part of this Contract.

### 4. DEPOSIT AND SECURITY INTEREST

- 4.1. Glacier will provide the Purchaser with a Tax Invoice pursuant to the *Goods and Services Tax Act 1985* ("GST Act").
- 4.2. Unless otherwise agreed between the Purchaser and Glacier and specified on the Glacier invoice, the Purchaser shall pay a 75% deposit to Glacier immediately on execution of this Contract by both parties or at such later date as is specified in this Contract with time being of the essence.
- 4.3. The balance of 25% of the Contract price is payable by the Purchaser on delivery of the Vehicle.
- 4.4. If the contract is not settled for any reason other than the default of Glacier the Deposit shall be immediately forfeited by the Purchaser.
- 4.5. Deposit payments must be paid to the Glacier International Limited Westpac banking account number 03 1526 0058666 00.
- 4.6. Glacier reserves the right to register title over the Vehicle supplied by Glacier to the Purchaser in the Personal Property Security Register (PPSR) until such time as the Vehicle, and any associated Goods and Services have been paid to Glacier in full.
- 4.7. The Purchaser acknowledges that each contract for the supply of Goods and Services between the Purchaser and Glacier, which are not covered by warranty, creates, in favour of Glacier, a security interest in the goods which are subject of the Contract and such security interest secures the payment by the Purchaser to Glacier of all amounts the Purchaser may owe Glacier.
- 4.8. This right accrues even if Glacier does not have a priority interest in the Vehicle and any/or Goods, and except to the extent that they are inconsistent with this section, sections 108, 109 and 120 of the *Personal Property Securities Act 1999* ("PPSA") shall apply.
- 4.9. The Purchaser waives their right to receive a copy of the PPSR verification statement and to the extent permitted by section 114(1) (a), 133 and 134 of the PPSA shall not apply to this Contract, and the Purchase shall have none of the rights under the following sections of the PPSA: 116, 117(1)(e), 120(2), 125-127, 129 and 131, and in addition the Purchaser waives its right to objection under section 121.

### 5. PAYMENT, DELIVERY, RISK & OWNERSHIP

- 5.1. Property and ownership in the Vehicle remains with Glacier and does not pass to the Purchaser until the Purchaser has paid the purchase price in full and Glacier has received cleared funds.
- 5.2. Delivery of the Vehicle shall be delivered or made at the place agreed to between Glacier and the Purchaser or as otherwise indicated in this Contract and will take place as soon as is reasonably practicable and shall be deemed complete when Glacier has advised the Purchaser that the Vehicle is available for collection and the Purchaser has taken delivery of the Vehicle.
- 5.3. Glacier shall not be liable under any circumstances for any loss or damage (including consequential loss) for the late or non-delivery of the Vehicle within the timeframe specified.
- 5.4. Risk of any loss, damage or deterioration of the Vehicle passes to the Purchaser upon delivery.
- 5.5. Where Glacier has arranged insurance on behalf of the Purchaser for the Vehicle, at the request of the Purchaser, Glacier shall not be responsible for any loss arising from the insurance (or lack of insurance as the case may be) arranged by Glacier and the Purchaser acknowledges that it shall be the Purchasers responsibility to ensure that the insurance arranged for the Vehicle by Glacier is acceptable and correct in all respects to the Purchaser.
- 5.6. The Purchaser will not assign its rights and obligations under this Contract without the written consent of Glacier.

### 6. DEFAULT

- 6.1. Glacier may, in addition to any other right of termination or remedy conferred on Glacier under this Agreement or by law, terminate the Contract at any time and with immediate effect by written notice given by Glacier to the Purchaser if: (a) the Purchaser (if the Purchaser is an individual) dies; (b) the Purchaser has committed a material breach of this agreement which is not reasonably capable of being remedied by the Purchaser within two business days.
- 6.2. If any of the events referred to in clause 6.1 occur Glacier may then: (a) enter upon the premises where any Vehicle for which Glacier has not been paid is situated and take possession of and remove the Vehicle without being responsible for any damage caused in so doing and resell the Vehicle; and (b) apply the proceeds towards the payment of all moneys owing to Glacier by the Purchaser; and all costs incurred by Glacier as a result of this action shall be immediately payable by the Purchaser upon written demand from Glacier.
- 6.3. Upon termination of this Contract for whatever reason: (a) such termination shall be without prejudice to the rights and remedies of either party in respect of any antecedent breach of this Contract by the other party; (b) notwithstanding any contrary provision in this Contract any amount payable by the Purchaser to Glacier under this Contract shall be deemed to have fallen due and become payable immediately prior to such termination occurring.
- 6.4. In the event of default, the Purchaser will be charged interest on any balance payable to Glacier in the amount of 4.5% calculated daily, in addition to any debt collection and/or legal costs incurred by Glacier in seeking payment of any outstanding debt owed by the Purchaser to Glacier.

### 7. VEHICLE WARRANTY

- 7.1. Subject to the exclusions referred to in section 8, Glacier offers Purchasers comprehensive warranty coverage for each Vehicle that is defective in material or workmanship.
- 7.2. Glacier offers a:
- 60,000km 3 year warranty on all Vehicles.
- 7.3. The warranty period begins when the Purchaser takes delivery of the Vehicle and the Vehicle is paid for in full.
- 7.4. Repairs and parts covered by the warranty are undertaken at no charge for parts and labour. Components or parts will be replaced with new or remanufactured parts at the option of Glacier.
- 7.5. Replaced parts or components are warranted for 90 days or for the balance of the warranty period, whichever is the greater.
- 7.6. Replaced parts or components will become the property of Glacier once removed from the Vehicle.

### 8. WARRANTY EXCEPTIONS

- 8.1. The following parts and services are not covered by warranty as they are part of regular maintenance service or replacement parts:

• Engine Tune Ups	• Fuses
• Bulbs and Lamps	• Drive Belts
• Lubrication	• Brake shoes and pads
• Spark Plugs	• Oil filter, fuel filter, engine air filter and pump filter
• Wiper blades and rubbers	• Clutch linings
• Key fob battery	• Air conditioning refrigerant, fuel, fluids, oil, grease, lubricants, electrolyte and additives (as applicable)

- 8.2. The warranty does not cover damage or failures resulting directly or indirectly from any of the following:

• Fire, accident or theft	• Lightning or other environmental conditions
• Discolouration or damage due to spills or chemicals sprayed or in contact with exterior or interior surfaces	• Dirty fuel or use of incorrect fuel
• Conditions related to normal noise, wear and tear, vibration, discolouration, distortion, deformation and fading	• Improper and/or lack of proper maintenance other than in accordance with the Vehicle service manual
• Misuse, abuse or negligence, racing and competitive events, overloading	• Improper adjustments or repairs
• Modification, alteration or tampering and installation of non-genuine parts and accessories	• Consequential damage due to continued use of the Vehicle once a problem has been detected

- 8.3. Glacier will not warrant for any incidental or consequential damages associated with a Vehicle failure. Such damages include but are not limited to inconvenience, cost of transportation, loss of personal property, salary or revenue.
- 8.4. Any implied warranty or merchantability of fitness for purpose applicable to the Vehicle, where permitted by law, is limited to the duration of the warranty referred to in section 7. The performance of repairs and adjustments is the exclusive remedy under the warranty or any implied warranty.
- 8.5. The provision of the warranty is in addition to any statutory warranties that may exist at law.
9. **PRIVACY ACT**
- 9.1. The Purchaser irrevocably authorises and provides its consent to Glacier or any financier, credit reporting agency or any other person or entity required for the purpose of completing this Contract, to obtaining and retaining (for only as long as required) any personal information about the Purchaser, including but not limited to financial standing and creditworthiness of the Purchaser.
- 9.2. By providing its email address and phone number to Glacier, the Purchaser authorises Glacier to contact the Purchaser by electronic means to share information, updates, and marketing with the Purchaser. The Purchaser may opt-out of receiving electronic communications from Glacier at any time by contacting Glacier or by ticking this box [ ].
- 9.3. The Purchaser may request to view, update or request correction of their personal information at any time by contacting Glacier.
- 9.4. All personal information provided to Glacier by the Purchase is kept confidential.
10. **CONSUMER GUARANTEES ACT**
- 10.1. The *Consumer Guarantees Act 1993* provides the Purchaser with rights and remedies on the sale of a new or used Vehicle of a type ordinarily acquired for personal, domestic or household use. The Purchaser acknowledges and agrees that if the Vehicle is being purchased for business purposes pursuant to section 1 and 43 of the *Consumer Guarantees Act 1993* that the provisions of the Act will not apply accordingly.
- 10.2. Where the *Consumer Guarantees Act 1993* of the *Fair Trading Act 1986* does apply nothing in this Contract shall remove or modify the Purchasers rights under either of these Acts.
11. **LIMITATION OF LIABILITY AND DISPUTES**
- 11.1. Glacier shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind suffered by the Purchaser arising directly or indirectly from: (a) a breach of any of Glacier's obligations under or cancellation of the Contract; and/or (b) negligence, misrepresentation or other act or omission on the part of Glacier or its employees or agents.
- 11.2. Notwithstanding any other provision contained in this Contract the liability of Glacier whether in Contract or pursuant to any cancellation of this Contract or in tort or otherwise in respect of all claims for loss, damage or injury, however arising shall not in aggregate exceed the Purchase Price of the Vehicle less its market value in the hands of the Purchaser when the circumstances giving rise to the claim arose.
- 11.3. In the event of a dispute or complaint by the Purchaser in relation to this Contract, which cannot be resolved amicably between the Parties, the dispute or complaint will be referred to the Motor Vehicle Disputes Tribunal in accordance with the provisions of the *Motor Vehicle Sales Act 2003*. If any dispute is not within the jurisdiction of the Motor Vehicle Disputes Tribunal the dispute shall be referred to arbitration under the *Arbitration Act 1996*.
12. **INCONSISTENCY**
- 12.1. If there is any inconsistency between these terms and conditions and any other agreement between the parties (whether in writing, verbally or by electronic data interchange) or any other arrangement between the parties, these terms and conditions prevail.
13. **TRADE MARKS AND PROVISION OF GOODS AND SERVICES**
- 13.1. Glacier International Limited is an independent vehicle importer & trader, and is not affiliated in any way with Toyota Motor Corporation. All logos, images, products and company names and trademarks including TOYOTA, TUNDRA and TRD are and remain the property of their respective owners.
- 13.2. All goods and services provided by Glacier, including but not limited to right hand drive conversions, sale and fitment of accessories and servicing are not provided by or with the authorisation of Toyota Motor Corporation and Glacier is not affiliated or endorsed by Toyota Motor Corporation in any way.
14. **ENTIRE AGREEMENT AND GOVERNING JURISDICTION**
- 14.1. This Contact is the entire agreement of the parties and supersedes all prior agreements and representations between the parties.
- 14.2. The Contract will be governed by the laws of New Zealand.