

MISHQAT TRAILERS LIMITED

Trading as Food Trailer Online

TERMS OF TRADE

NZBN: 9429052143168

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Email: info@foodtraileronline.co.nz

Registered Office: Auckland, New Zealand

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1. APPLICATION AND CUSTOMER CLASSIFICATION

- 1.1 These Terms of Trade apply exclusively to the supply of all Goods and Services (collectively “Goods and Services” or severally “Goods” or “Services”) supplied by Mishqat Trailers Limited trading as Food Trailer Online (“Mishqat Trailers” or “Food Trailer Online”) to any Customer.
 - 1.2 These terms apply only to commercial customers – that is, persons or entities purchasing Goods and Services for business, commercial, or trade purposes, and not for personal, domestic, or household use.
 - 1.3 If you are a consumer (as defined in the Consumer Guarantees Act 1993), these terms do not limit your statutory rights under that Act. Nothing in these terms excludes or limits rights you have as a consumer.
 - 1.4 Any request for the provision of Goods or Services by the Customer will constitute acceptance of these terms and conditions, unless you are a consumer, in which case your statutory rights remain unaffected.
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2. DEFINED TERMS

- 2.1 Mishqat Trailers or Food Trailer Online means Mishqat Trailers Limited NZBN 9429052143168 trading as Food Trailer Online.
- 2.2 Customer means any person or entity acting on behalf of and with authority of the Customer, or any person purchasing Goods and Services from Mishqat Trailers (and must be a commercial entity, not a consumer).
- 2.3 Goods means food trailers manufactured by Mishqat Trailers for a Customer.
- 2.4 Services means any services provided by Mishqat Trailers to the Customer, including but not limited to custom manufacturing, design services, or modifications.

2.5 Designs means all drawings, specifications, sketches, and technical designs created by Mishqat Trailers in relation to the Goods or Services.

2.6 Insolvency Event means: -

- (a) If the Customer is a company, any liquidation, administration, receivership, or arrangement with creditors; or
 - (b) If the Customer is a natural person, any act of bankruptcy or equivalent event.
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3. QUOTATION

3.1 Where a quotation is given by Mishqat Trailers for Goods and Services:

- (a) The quotation shall be valid for thirty (30) days from the date of issue;
- (b) The quotation is exclusive of Goods and Services Tax (GST) unless stated otherwise;
- (c) Mishqat Trailers may alter a quotation due to circumstances beyond its control (e.g., changes in material, freight, or labour costs);
- (d) Mishqat Trailers may withdraw any quotation before acceptance;
- (e) Quotations exclude installation, maintenance, tariffs, taxes, or insurance unless stated.

3.2 Additional Goods or Services requested will be charged as variations in accordance with clause 4.7.

3.3 Quotations based on Customer-supplied drawings or specifications are subject to accuracy. Any additional or reduced costs resulting from inaccurate information will be adjusted accordingly.

4. ORDERS, ACCEPTANCE, AND PRICE

4.1 Acceptance of Orders

An order becomes binding when:

- (a) Mishqat Trailers provides written acceptance; or
- (b) Production commences; or
- (c) The Customer pays the deposit under clause 5, whichever occurs first.

4.2 Price

The applicable price shall be:

- (a) The price in a valid quotation accepted by both parties; or
- (b) Mishqat Trailers' current price at the date of invoice if no quote was issued.

4.3 Subcontracting

Mishqat Trailers may subcontract parts of the work but remains responsible for quality and delivery.

4.4 Design Changes

Designs cannot be altered after production commences. Any pre-production design changes must be requested and approved in writing.

4.5 Colour Selection

Colours must be selected from provided codes before production. No change is permitted once production begins.

4.6 Production Timeline

Normal delivery is 65 – 85 working days from acceptance or deposit payment (whichever is later). Timeframes are estimates only.

4.7 Variations

All requested variations:

- (a) Must be in writing and approved before work begins;
- (b) Will incur additional charges at Mishqat Trailers' current rates;
- (c) May affect delivery time;
- (d) Will only proceed after the Customer's written agreement to cost and time changes.

4.8 Suspension of Work

Mishqat Trailers may suspend work if:

- (a) Drawings are not approved within 5 working days; or
- (b) Payment or Customer instructions are delayed.

Delays due to suspension will extend delivery timelines accordingly.

5. PAYMENT

5.1 Payment Terms

- (a) A 70% deposit is payable upon order acceptance or as otherwise agreed in writing.
- (b) The remaining balance is due prior to delivery or as otherwise agreed in writing.
- (c) All payments must be made in full without deduction or set-off.

5.2 Late Payment

If payment is not received by the due date:

- (a) Penalty of \$10/per day applies until full payment;
- (b) The Customer must pay all recovery and legal costs on a solicitor-client basis.

5.3 Deposit Refunds

- (a) Before Production: Refundable less reasonable costs incurred (design, materials, admin) if cancelled with 10 working days' notice.
- (b) After Production Starts: Deposit becomes non-refundable.
- (c) If Mishqat Trailers agrees to refund after production starts, a refund (minus resale, marketing and other costs) will be made once another buyer is secured.

5.4 Reasonable Costs Definition

"Reasonable costs" include materials purchased, design labour, admin fees, third-party charges, and any other direct costs actually incurred.

5.5 Drawings Approval

Drawings are sent after deposit receipt. Approval must be confirmed in writing within 5 working days; silence will be deemed approval.

6. SUPPLY AND DELIVERY

6.1 Delivery occurs when:

- (a) Goods are collected by the Customer or their carrier; or
- (b) Delivered to the Customer's nominated address (whether signed for or not).

6.2 Delivery Arrangements

Customers must provide suitable access and take delivery when Goods are tendered. Failure to do so may incur storage and transport charges.

6.3 Delivery Insurance

The Customer is responsible for arranging and maintaining insurance for the Goods during delivery and transit from Mishqat Trailers' premises to the final delivery destination.

Mishqat Trailers will not be liable for any loss or damage to the Goods after they leave its premises unless caused by Mishqat Trailers' own negligence.

6.4 Delivery Delays

- (a) Mishqat Trailers will use reasonable endeavours to meet estimated timeframes.
- (b) No damages are payable for delay except where caused by Mishqat Trailers' negligence.

6.5 Storage Fees

If delivery is delayed due to the Customer, Mishqat Trailers may charge \$25 per day or actual storage costs, whichever is higher.

7. RISK AND TITLE

7.1 Risk passes to the Customer upon delivery.

7.2 Title remains with Mishqat Trailers until payment in full (including any costs).

7.3 Until title passes, the Customer must:

- (a) Hold Goods as bailee;
 - (b) Keep them clearly identified;
 - (c) Not resell or encumber them;
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8. INTELLECTUAL PROPERTY

8.1 All Designs, CAD drawings, and specifications remain Mishqat Trailers' intellectual property.

8.2 Customers are granted a non-transferable licence to use the Designs solely for the purchased Goods.

8.3 Ownership of Designs may be transferred only by written agreement and may incur additional fees.

9. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

9.1 The retention of title under clause 7 creates a security interest in the Goods. Mishqat Trailers may register this on the PPSR.

9.2 The Customer must assist with registration and notify Mishqat Trailers of any name or entity change.

9.3 The Customer waives rights under sections 116, 120(2), 121, 125, and 129 of the PPSA.

10. CANCELLATION AND REMEDIES

10.1 Mishqat Trailers may cancel or suspend performance if:

- (a) The Customer fails to pay on time;
- (b) Commits a material breach; or
- (c) Becomes insolvent.

10.2 Remedies include:

- (a) Repossession and resale of unpaid Goods (Mishqat may enter premises to recover);
- (b) Cancelling unperformed contracts;

- (c) Declaring all amounts immediately due.

10.3 All monies paid are retained subject to clause 5.3.

10.4 Any additional work done beyond payments received shall be invoiced and must be paid in full.

11. WARRANTY

11.1 Manufacturing Warranty

Mishqat Trailers warrants that:

- (a) Goods conform to applicable NZ standards;
- (b) Goods are free from manufacturing defects for 1 year from delivery;
- (c) Defects will be remedied via replacement parts, repair, or equivalent remedy at Mishqat's discretion.

11.2 Exclusions

The warranty excludes:

- (a) Misuse, negligence, or improper maintenance;
- (b) Normal wear and tear;
- (c) Modifications not approved in writing;
- (d) Environmental damage.

11.3 Warranty Claims

Claims must be made in writing within 14 days of discovery. Failure to do so may void the claim.

11.4 Limitation of Liability

Mishqat Trailers' total liability under these Terms shall not exceed the amount paid for the Goods or Services.

No liability is accepted for consequential or indirect loss (including lost profits or downtime).

11.5 Consumer Exception

Nothing in this clause limits a consumer's statutory rights under the Consumer Guarantees Act 1993.

12. FORCE MAJEURE AND UNFORESEEABLE EVENTS

12.1 Mishqat Trailers shall not be liable for delay or non-performance caused by events beyond its reasonable control, including but not limited to war, strike, natural disaster, pandemic, or supply chain disruption.

12.2 In such events, Mishqat will notify the Customer and deliver when reasonably able.

12.3 If obligations become excessively costly due to an Unforeseeable Event, the parties will renegotiate in good faith. If no agreement is reached within 30 days, either may terminate on notice, with refunds made less reasonable costs incurred.

13. DISPUTE RESOLUTION

13.1 Before commencing any legal action, parties agree to:

- (a) Attempt to resolve disputes through good faith negotiation within 14 days;
 - (b) If unresolved, participate in mediation via an agreed mediator or the New Zealand Mediation Service;
 - (c) Only after mediation may either party initiate court proceedings.
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14. MISCELLANEOUS

14.1 Governing Law – These terms are governed by New Zealand law and subject to the jurisdiction of New Zealand courts.

14.2 Entire Agreement – These terms form the entire understanding between the parties and supersede prior agreements.

14.3 Variation – Mishqat may amend these terms by written notice; amendments do not apply retrospectively.

14.4 Waiver – Any waiver must be in writing. Failure to enforce rights is not a waiver.

14.5 Severability – Invalid clauses are severed without affecting the remainder.

14.6 Customer Obligations – Customers must keep contact and business details current.

15. ACKNOWLEDGEMENT

By placing an order with Mishqat Trailers or paying a deposit, the Customer confirms that:

- They have read and understood these Terms of Trade;
 - They are purchasing for business or trade purposes; and
 - They agree to be bound by these Terms and Conditions.
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