

Terms & Conditions of Trade 2026



- 1.1 **"Contract"** means the contract formed as a result of CST Group undertaking the Services on these terms for the Customer.
- 1.2 **"Customer"** means the person or business buying goods or services.
- 1.3 **"Contract Price"** means the price charged by CST Group for the Goods and Services to the Customer, or such other price as is agreed between the parties.
- 1.4 **"Delivery"** means the point where Goods have been delivered to the Customer's delivery address or, the services have been completed at the address provided by the Customer.
- 1.5 **"CST Group"** means CST Group NZ Limited (company number 1905176), a company having its registered office at 184 Puahue Road, Te Awamutu, New Zealand.
- 1.6 **"Order"** means an order placed by the Customer with CST Group for Goods or Services.
- 1.7 **"Goods"** means all goods, materials, parts or other stock supplied by CST Group to the Customer.
- 1.8 **"Services"** means supply of any services provided by CST Group to the Customer.
- 2. QUOTES & PRICING**
- 2.1 All quotes given by CST Group for Goods and/or Services will be exclusive of GST (if any) unless otherwise stated and remain open for acceptance for 30 days from the date of issue.
- 2.2 CST Group reserves the right to:
 - (a) withdraw a quote prior to the quote being accepted by the Customer; or
 - (b) alter a quote prior to the quote being accepted by the Customer.
- 3. PAYMENT AND CREDIT LIMIT**
- 3.1 Unless otherwise agreed in writing, payment must be made by the due date stated on the invoice.
- 3.2 The Customer must make payment of each invoice in full without deduction, set off or claim.
- 3.3 CST Group reserves the right to charge interest on overdue amounts at the rate of 18% per annum, calculated daily from the due date until payment in full.
- 3.4 CST Group will monitor the amount of credit the Customer has incurred and reserves the right at any time to cease supplying Goods and Services to the Customer until the amount outstanding has been decreased to a level acceptable to CST Group.
- 3.5 The Customer will be liable to CST Group for all costs (including costs on a lawyer to own client basis and collection agency commissions) incurred by CST Group in recovering (or attempting to recover) any amounts owed to CST Group by the Customer.
- 4. DELIVERY & RISK**
- 4.1 Unless otherwise stated in writing, all times quoted for delivery of Goods and/or Services are estimates only and CST Group shall not be liable for any direct or consequential loss or damage arising from failure to deliver.
- 4.2 The Customer shall not be relieved of any obligation to accept or pay for Goods or Services by reason of any delay in delivery or performance by CST Group.
- 4.3 CST Group shall not be responsible to the Customer for delay or failure in performance of any of the obligations imposed by the Contract, provided such delay or failure has been occasioned by fire, flood, hail, explosion, lightning, windstorm, earthquake, subsidence of soil, failure of machinery or equipment or supply of material, discontinuity in the supply of power, court order, riot, war, strikes, pandemic, labour disturbances or by any other cause of like or unlike nature in any such case beyond the reasonable control of CST Group.
- 4.4 Risk in the Goods passes to the Customer upon Delivery unless otherwise agreed between the parties.
- 5. INTELLECTUAL PROPERTY**
- All intellectual property (such as patentable inventions, non-patentable processes or know-how, data, design, copyright, trademarks) held by CST Group at the commencement of the Contract or created by CST Group during the Contract belongs to CST Group, unless otherwise agreed in writing.
- 6. OWNERSHIP IN GOODS – CERTIFICATE OF COMPLIANCE**
- 6.1 The Customer acknowledges and agrees that ownership in the Goods does not pass to the Customer until the Customer has paid CST Group for them.
- 6.2 The Customer authorizes CST Group, where legally permitted and upon reasonable notice, to enter the Customer's property to recover unpaid Goods where payment remains outstanding for more than 30 days. CST Group will take reasonable care when exercising its rights under this clause.
- 6.3 Clause 6.2 entitles CST Group to register a specific security interest under the Personal Property Securities Act 1999 ("PPSA") over the Goods and the proceeds of their sale to protect its title in the Goods and its right to be paid. The Customer waives its rights to receive verification statements and the rights under Part 9 of the PPSA.
- 6.4 The Customer acknowledges that where CST Group is required by law to provide a certificate of compliance or some other documentation confirming compliance with rules or laws in relation to the Goods or Services, CST Group shall (if law allows) be entitled to withhold such certificate or documentation until such time as payment in full of all amounts outstanding to CST Group have been paid. CST Group will not be liable to the Customer for any loss suffered by the Customer as a result of CST Group relying on this clause.
- 7. LIABILITY**
- 7.1 To the maximum extent permitted by law, CST Group shall not be liable for any indirect, consequential, or special loss, including loss of profits, revenue, savings, or business opportunity arising out of or in connection with the supply of Goods or Services.
- 7.2 To the maximum extent permitted by law, CST Group's total liability arising out of or in connection with the supply of Goods or Services shall not exceed the amount paid by the Customer for the relevant Goods or Services giving rise to the claim.
- 7.3 Where the Customer acquires Goods or Services for the purposes of a business, the parties agree that the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 shall not apply to the extent permitted by law.
- 7.4 Nothing in these Terms limits or excludes any rights or remedies available to a consumer under the Consumer Guarantees Act 1993, Fair Trading Act 1986, or any other rights that cannot lawfully be excluded under New Zealand law.
- 8. INDEMNITY**
- The Customer shall indemnify CST Group for losses, costs, or claims arising from the Customer's breach of these Terms or from any negligent or unlawful act or omission of the Customer.
- 9. CANCELLATION OF ORDER**
- An Order accepted by CST Group shall not be cancelled by the Customer except with the written consent of CST Group and on such terms as CST Group may require including, but not limited to, full reimbursement to CST Group of costs incurred by CST Group in cancelling the Order.
- 10. ADDITIONAL COST**
- In the event of CST Group incurring additional cost by reason of the Customer failing to give CST Group enough instructions pertaining to the Contract or delivery of the Services the Contract Price may be increased at the option of CST Group.
- 11. INFORMATION**
- 11.1 CST Group may obtain, use, and disclose information about the Customer (including information regarding creditworthiness) to third parties, including credit reporting agencies and debt collection agencies, for the purposes of credit assessment, debt recovery, and direct marketing. The Customer consents to such collection, use, and disclosure of information. The Customer must notify CST Group of any changes to information previously provided. Where the Customer is an individual, the Customer has rights under the Privacy Act 2020 to access and request correction of personal information held by CST Group.
- 11.2 The Customer gives consent for CST Group to send marketing material via facsimile, email or any other method of communication deemed appropriate.
- 12. GENERAL**
- 12.1 The benefit of the Contract shall not be assigned by the Customer without the consent of CST Group in writing.
- 12.2 The Contract shall be deemed to have been entered in New Zealand and shall be governed by the laws of New Zealand.
- 12.3 Any dispute between the parties which has not been settled by full and frank discussion may (after giving thirty days' notice) be referred by either party to arbitration in accordance with the provisions of the Arbitration Act 1996 by an arbitrator appointed by the President for the time being of the New Zealand Law Society. Judgment on the award rendered may be entered in any Court having jurisdiction.
- 12.4 Any waiver by CST Group of any rights arising from the Contract shall not be construed as a continuing waiver or a waiver of other breaches of the same or other terms of the Contract by the Customer. No delay or forbearance by CST Group shall be construed as a waiver of CST Group's rights.
- 12.5 Nothing in the Contract shall create a partnership or agency between the parties except as expressly provided.
- 12.6 CST Group may amend these Terms from time to time by publishing updated Terms on its website. Any amended Terms will apply to Orders placed after the amended Terms are published.