

## **BUILD TINY** **TERMS OF TRADE**

### **TINY HOUSE DOCUMENTS**

#### **1. Discrepancies**

- 1.1 In the event of any discrepancy between the drawings and the specifications, the drawings shall take precedence. Figured dimensions shall take precedence over scaled dimensions.

### **TINY HOUSE WORKS**

#### **2. Building and Resource Consents**

You will be responsible to apply for and obtain any building consents, Code Compliance Certificates and resource consents required for the Tiny House to be located on your property.

#### **3. Materials**

- 3.1 The legal and beneficial ownership and title to any goods or materials which relate to the Tiny House shall remain vested in Build Tiny until such time as you have paid Build Tiny all monies due.
- 3.2 Should the Tiny House be delivered to you prior to final payment, you consent to Build Tiny registering a charge over the goods and materials under the Personal Property Securities Act 1999 "the PPSA".
- 3.3 You waive your right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to any security interest registered by Build Tiny.
- 3.4 You agree that none of your rights as debtor under sections 114(1)(a), 116, 119, 120(2), 121, 132, 133 and 134 of the PPSA shall apply in relation to any security interest registered by Build Tiny.

#### **4. Unprocurable Materials**

If any materials specified are not reasonably procurable, Build Tiny may substitute other materials of similar quality and nature as are reasonably practicable.

#### **5. Variations**

- 5.1 Build Tiny shall carry out all reasonable variations ordered by you provided that you order all variations in writing and the change to the price stipulated in the Quote is agreed in writing. Build Tiny shall not be obliged to make any variation which increases the price unless Build Tiny is satisfied that you are able to pay such increased price.
- 5.2 Any variations requested by you once colours and specifications have been agreed upon and finalised between Build Tiny and you shall be treated as a variation.

- 5.3 Build Tiny shall not be obliged to accept and carry out any requests by you for structural variations.

### **RISK AND WARRANTIES**

#### **6. Risk**

- 6.1 Risk in the Tiny House will pass to you once the Tiny House leaves the Build Tiny yard.

#### **7. Warranties**

- 7.1 Build Tiny warrants that the Tiny House work will be carried out:
- (a) in a proper and competent manner;
  - (b) in accordance with the Plans and Specifications; and
  - (c) in accordance with the relevant building consent.
- 7.2 Build Tiny warrants that all materials to be supplied for use in the Tiny House:
- (a) will be suitable for the purpose for which they will be used;
  - (b) unless otherwise stated in Quote, will be new; and
  - (c) that the Tiny House work will be carried out in accordance with, and comply with the Building Act 2004 and its regulations insofar as is possible and practical.
- 7.3 Build Tiny warrants that the Tiny House work will:
- (a) be carried out with reasonable care and skill; and
  - (b) be completed within a reasonable time.
- 7.4 Build Tiny warrants that where the Quote states the particular purpose for which the Tiny House is required, or the result that you wish the Tiny House to achieve, that the Tiny House and any materials used in the Tiny House will:
- (a) be reasonably fit for that purpose; or
  - (b) be of such a nature and quality that they might reasonably be expected to achieve that result.

- 7.5 In addition to the warranties provided at clauses 7.1 to 7.4 above, Build Tiny shall provide to you, as part of the disclosure documentation, third party warranties and guarantees in relation to the Tiny House ("Handover Pack"). The Handover Pack includes details of all warranties and guarantees and any additional steps you must take to ensure the applicability of those warranties and or guarantees. You shall ensure that the documents relating to the third party warranty and guarantees are completed and delivered to the third party warranty and guarantees provider.

- 7.6 In the event that you believe you have a right to claim under the warranties in

clauses 7.1 or 7.5, you shall immediately notify Build Tiny and Build Tiny shall at its discretion determine whether to remedy itself or the third party guarantee shall apply.

#### **8. Maintenance and Defects**

- 8.1 You are responsible for all maintenance of Tiny House from the time risk passes pursuant to clause 6.1. You shall ensure that all maintenance is completed in accordance with the manufacturer's instructions. You shall notify Build Tiny of any defects as soon as you become aware of the defect.
- 8.2 Any damage or defect resulting from your failure to comply with the warranty conditions of any product or appliance is your responsibility and liability.
- 8.3 For the avoidance of doubt, any damage or defect attributable to the completed Tiny House being in transit shall be your responsibility and liability.
- 8.4 After the date of Practical Completion (being the date the Tiny House work is complete), you must notify Build Tiny in writing within 12 Months of any defects in relation to Tiny House (limited to workmanship and materials) which may require remedial work. Such defects (if accepted by Build Tiny) shall forthwith be corrected by Build Tiny at its own cost, fair wear and tear excepted.

#### **9. Dispute Resolution**

Any and all disputes arising between the parties will be resolved in the first instance by good faith discussions. In the event those discussions fail to resolve the dispute within a reasonable period, the parties will refer the dispute to mediation, by a mediator to be agreed upon by the parties, or failing such agreement, by a mediator nominated by the Resolution Institute upon request of either party.