



# MY50 MOTORCYCLES – TERMS OF TRADE

*(By Appointment Only – Nelson, New Zealand)*

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## 1. Definitions

1.1 **Supplier** shall mean MY50 Limited / MY50, its successors and assignees, or any person acting on behalf of and with the authority of MY50 Limited / MY50.

1.2 **Customer** shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorization, or other form as provided by the Supplier to the Customer.

1.3 **Guarantor** means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.

1.4 **Works** shall mean all Works supplied by the Supplier to the Customer (and where the context so permits shall include any supply of Parts as hereinafter defined). All such Works shall be as described on invoices, quotations, work authorizations, or any other forms provided by the Supplier to the Customer and shall include any advice or recommendations.

1.5 **Parts** shall mean Parts supplied by the Supplier to the Customer either separately or as part of the Works (and where the context so permits shall include the supply of Works as defined above).

1.6 **Loan Vehicle** shall mean any Loan Vehicle supplied on loan by the Supplier to the Customer (and where the context so permits shall include any supply of Works).

1.7 **Price** shall mean the price payable for the Works as agreed between the Supplier and the Customer in accordance with Clause 4 of this contract.

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## 2. Acceptance

2.1 The Customer is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Customer places an order for Works or Parts or accepts delivery of Parts.

2.2 These terms and conditions may only be amended with the Supplier's written consent and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Supplier.

2.3 All work and consultations are **by appointment only**. Unscheduled visits or drop-offs cannot be guaranteed service availability.

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## 3. Change in Control

3.1 The Customer shall give the Supplier not less than fourteen (14) days' prior written notice of any proposed change of ownership or other change in the Customer's details (including but not limited to name, address, contact phone, or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of failure to comply with this clause.

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## 4. Price and Payment

4.1 At the Supplier's sole discretion, the Price shall be either:

- (a) as indicated on invoices provided by the Supplier to the Customer in respect of the Works supplied; or
- (b) the Supplier's estimated Price (subject to Clause 4.2), which shall not be binding as the actual Price can only be determined upon completion of the Works. The Supplier will keep the Customer informed should the actual Price likely exceed the estimate; or
- (c) the Supplier's quoted Price (subject to Clause 4.2), which shall be binding provided the Customer accepts the quotation in writing within thirty (30) days of issue.

4.2 The Supplier reserves the right to change the Price in the event of a variation to the quotation.

4.3 A non-refundable deposit may be required at the Supplier's discretion.

4.4 Storage fees may apply at \$7.50 per day if vehicles or Parts are not collected within twenty-four (24) hours of notice that they are ready for collection.

4.5 Payment terms, at the Supplier's sole discretion, may be:

- (a) due on completion of the Works; or



(b) by instalments in accordance with an approved payment schedule; or  
(c) by the 20th of the month following the date of invoice for approved accounts.

4.6 Time for payment is of the essence. If no date is stated, payment shall be due on the date of invoice. **Interest at 22% per annum** will apply to overdue accounts.

4.7 Fault finding and electrical diagnostics are charged for full time spent, even if no fault is identified.

4.8 Time spent sourcing vintage parts will be charged to the Customer.

4.9 Storage while waiting for parts: seven (7) days' free storage, then \$5.00 per day thereafter.

4.10 All Parts incur a 20% markup on supplier invoice price.

4.11 Freight on Parts is for the Customer's account and charged at cost.

4.12 A minimum inspection and diagnostic fee of \$99.00 + GST applies, regardless of whether repairs proceed.

4.13 Payment may be made by cash, online banking, or credit card (plus 2.5% surcharge).

4.14 All prices are **exclusive of GST** unless otherwise stated. The Customer must pay any applicable GST, taxes, or duties in addition to the Price.

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## 5. Delivery of Works

5.1 Delivery of Works shall take place when:

(a) the Supplier provides the Works at the Supplier's address; or  
(b) the Supplier provides the Works at the Customer's nominated address.

5.2 The Customer shall be liable for all travel-related costs where Works are performed offsite.

5.3 Delivery of Works to a third party nominated by the Customer is deemed delivery to the Customer.

5.4 Works may be delivered in instalments. Each instalment is invoiced and payable under these terms.

5.5 The Supplier shall not be liable for any loss due to failure or delay in delivery beyond its control.

5.6 Customers are **not permitted in the workshop** while work is being performed.

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## 6. Risk

6.1 All risk for Parts passes to the Customer on delivery, even if ownership has not yet transferred.

6.2 The Supplier's insurance does **not** cover Customer vehicles or contents while stored on the premises. The Customer is responsible for arranging their own insurance.

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## 7. Customer Responsibilities & Acknowledgment

7.1 Supply of Parts is subject to availability; if unavailable, the Supplier may vary the Price or delay Works.

7.2 The Supplier accepts no responsibility for third-party workmanship performed prior to Services.

7.3 The Supplier may test drive, collect, or deliver vehicles as required. The Supplier is not liable for any damage occurring during such activities unless due to reckless or willful conduct.

7.4 Additional terms will apply for any Loan Vehicle.

7.5 Where the Customer provides materials, the Supplier is not responsible for their quality or suitability.

7.6 Vehicles left at the Supplier's premises are at the Customer's sole risk. The Customer must ensure adequate insurance against all risks including fire, theft, or accident.

7.7 The Customer must remove all personal/valuable items before leaving the vehicle. The Supplier accepts no liability for loss or damage to personal property.

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## 8. Title

Ownership of Parts shall not pass to the Customer until full payment has been received and all obligations met. The Supplier retains ownership and may recover Parts at any time prior to payment.

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## 9. MY50 Tools, Equipment and Advice

9.1 We do not lend out our tools or equipment — **period**.

9.2 Our advice reflects years of experience. If you wish to access our knowledge, our consultation rate is **\$99.00 + GST per hour**. Alternatively, YouTube is free.



9.3 If you'd like to offer us advice, we're happy to listen — at **\$99.00 + GST per hour**. Alternatively, start your own YouTube channel!

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## 10. Mediation

10.1 Should any dispute arise between the Customer and the Supplier, both parties will attempt to resolve it amicably.  
10.2 If no resolution can be reached, either party may refer the matter to **mediation in accordance with the Resolution Institute Mediation Rules of New Zealand** before pursuing further legal action.

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## 11. Personal Property Securities Act 1999 (PPSA)

11.1 These terms constitute a security agreement under the PPSA. A security interest is taken in all Parts supplied by the Supplier to the Customer.  
11.2 The Supplier may register a financing statement on the Personal Property Securities Register (PPSR), and the Customer waives the right to receive a verification statement.  
11.3 The Customer agrees to provide any information required for registration and indemnify the Supplier for associated costs.  
11.4 The Customer waives its rights as a debtor as permitted under the PPSA.

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## 12. Defects

12.1 The Customer must inspect the Works/Parts on delivery and notify the Supplier within three (3) days of any defect or shortage.  
12.2 If no notice is received within that time, the Works/Parts shall be deemed accepted and free from defect.  
12.3 The Supplier's liability for defective Works/Parts is limited to repair or replacement at its discretion.

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## 13. Warranty

13.1 The Supplier warrants workmanship for the earlier of **twelve (12) months or 200 kilometres** from delivery.  
13.2 This warranty excludes defects caused by improper maintenance, misuse, continued use after defect discovery, or fair wear and tear.  
13.3 Any warranty claim becomes void if the workmanship is altered or repaired without the Supplier's consent.  
13.4 Second-hand Parts are sold **as-is**, with no warranty or suitability guarantee.

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## 14. Consumer Guarantees Act 1993

14.1 Where the Customer acquires Parts or Services for business purposes, the provisions of the Consumer Guarantees Act 1993 do not apply.

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## 15. Intellectual Property

15.1 All designs, drawings, and concepts created by the Supplier remain the property of the Supplier.  
15.2 The Customer warrants that any supplied designs or instructions will not infringe third-party rights.

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## 16. Default & Consequences of Default



16.1 Interest on overdue accounts accrues at **22% per annum** from the due date until payment is received.  
16.2 The Customer indemnifies the Supplier for all costs incurred in debt recovery, including legal and collection fees.  
16.3 The Supplier may suspend or terminate supply if the Customer breaches any obligation.  
16.4 All outstanding amounts become immediately due if the Customer becomes insolvent or subject to liquidation, receivership, or bankruptcy.

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## 17. Security and Charge

17.1 The Customer and/or Guarantor agree to mortgage or charge any real property or assets to secure payment obligations.  
17.2 The Supplier may lodge a caveat or act as attorney to give effect to this clause.

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## 18. Cancellation

18.1 The Supplier may cancel any contract or delivery prior to commencement by giving written notice. Any monies paid will be refunded in full.  
18.2 If the Customer cancels, they will be liable for any costs or losses incurred by the Supplier up to the time of cancellation.

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## 19. Privacy Act 2020

19.1 The Customer authorises the Supplier to collect, store, and use personal information for assessing creditworthiness, marketing, or debt recovery.  
19.2 The Supplier will comply with its obligations under the **Privacy Act 2020**.  
19.3 The Customer has the right to access and correct personal information held by the Supplier.

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## 20. Unpaid Seller's Rights

20.1 The Supplier shall have a lien over any vehicle or item left for repair until payment in full is received.  
20.2 The Supplier may sell the item to recover outstanding debts after giving reasonable notice.

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## 21. General

21.1 If any provision is invalid or unenforceable, the remaining provisions remain in full force.  
21.2 These terms are governed by the laws of **New Zealand**.  
21.3 The Supplier shall not be liable for any indirect or consequential loss.  
21.4 Remedies are limited to the value of the Works or Parts supplied.  
21.5 The Customer may not withhold or set off payments under any circumstances.  
21.6 The Supplier may subcontract its obligations without the Customer's consent.  
21.7 The Supplier reserves the right to review and amend these terms at any time by notice.  
21.8 Neither party shall be liable for default due to events beyond their reasonable control (force majeure).  
21.9 Failure by the Supplier to enforce any provision shall not constitute a waiver of that provision.

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**Thank you for choosing MY50 Motorcycles. We appreciate your trust and look forward to working on your bike.**

