

## **X X SPAN TERMS, CONDITIONS & GENERAL SPECIFICATIONS**

**Kitset Pricing:** Our 'X Span Kitset Price' offer relates to the kitset only. Anything previously advised that is not covered within the quote has not been allowed for and therefore will not be supplied. Our offer excludes assembly, concrete foundations, excavation or any other costs. Our offer may also be subject to price variation due to changes in engineering standards and council requirements. X Span reserves the right to make building design changes if required. If the building requires design changes, any additional design costs will be passed on to the customer (purchaser). Any additional material costs due to building design changes will be passed on to the customer prior to the commencement of manufacturing. In all instances X Span reserves the right to confirm the quoted kitset price prior to a bona fide sale. The contract value is subject to price increases relating to product price rises that an X Span supplier may announce effective from a given date. In the event whereby manufacture of a customer's order has not commenced prior to a given date, and whereby X Span is liable to pay any product price increase to a supplier(s) the price increase(s) will be passed on by X Span to the customer by way of a variation. X Span is under no obligation to notify a customer in advance of a price increase. Our offer excludes any consent fees. Should the GST amount alter, actual GST will be calculated based on the rate applicable at the invoice date.

**Building Design:** Buildings are location specific designed by Shed Creator, however to meet local council building consent requirements and government department building standards your building will receive an independent site-specific engineering review. Our independent engineers design all buildings in accordance with the loads of AS/NZS 1170 and AS/NZS 4600. X Span will provide structural plans and design detail for a shed classification building, supporting engineer calculations and if required a PS1. X Span uses the K5S<sup>®</sup> steel portal bracket system designed for cold rolled steel members, NZ's first and only BRANZ Tested and Appraised system. Our offer does NOT include site, building use or development specific requirements such as an engineer's PS2 or PS4 site inspection certificate, geotechnical reports, fire reports or reports of any nature which may be requested by council. Unless stated otherwise our offer does NOT include a site plan, drainage plan, design detail for a habitable or commercial building, or any other additional design detail that may be required by council. Any additional costs are customer related. Our foundation design assumes 'Good Ground' as defined in NZS3604, with at least 300kPa Ultimate Bearing Capacity. Standard FFL (Finish Floor Level) shown on our structural plans is 150mm above clear ground. Wind design is for region as nominated, for speeds NOT exceeding 44m/s. Buildings are NOT designed for any additional loads acting on the steel structure, such as internal linings or any services. In the event an alternative building design is required, to parameters outside of our standard design, the cost of any additional design detail and material is NOT included in our offer. Specific design applies to the Pacific Islands.

**Design Criteria** (Region and Zone maps relating to New Zealand are available for viewing on the X Span website [www.xspan.co.nz](http://www.xspan.co.nz)):

**Importance Levels** – refer 'Notes on Importance Levels', available on the X Span website.

**Wind Regions** – A or W. Buildings are NOT designed for wind speeds exceeding 44m/s or buildings located in a Lee Zone.

**Snow Zones** – Buildings are designed to a maximum altitude of 400m Zone N1, 400m Zone N2, 400m Zone N3, 200m Zone N4 and 300m Zone N5.

**Earthquake Zones** – Building design is based on location.

**Manufacture:** Standard manufacturing lead-time is 20-30 working days. Lead-times may vary and are subject to change without notice.

**Kitset Payment Schedule:** A non-refundable deposit payment (Invoice 1). The deposit value, as a percentage of the kitset price, equates to an amount sufficient to cover all design and administration costs. Balance deposit (Invoice 2) to reach a payment level equivalent to 50% of the total price, to commence manufacturing. Final payment (Invoice 3 plus any outstanding variations) of the full balance owing prior to the delivery/collect of the kitset. The customer must ensure that the final payment is made prior to the due date, otherwise delivery/collect of the kitset will be delayed and storage fees will likely apply. Payments can only be made directly into the bank account of X Span Head Office by way of an electronic transfer - NOT to an X Span agent's bank account. Agents are NOT authorised to accept payments on behalf of X Span.

**Self Assembly:** X Span will provide a Construction Manual, structural plans and a Site Build List to assist the customer to erect the building. Many components are marked for easy identification and placement, cut to length and drilled to suit bolt placement. Some cutting and/or drilling will be required on site so it is important to follow guidance as noted in the Construction Manual. X Span will NOT cover any costs related to any on site material modifications required.

**Building Dimensions:** All building plan dimensions noted are nominal sizes only. Wall height is based on portal knee height, while apex height is an approximate portal apex height. Open bays comprise header sheets, the length of which may differ dependent on the building size and type, and may affect clearance height. The exact building length and building span may differ dependent on the building type. If exact dimensions are crucial to your project, please discuss the building dimensions with your X Span representative to get clarification. Dimensions noted for roller doors, PA doors, ranch sliders & windows are framing trim sizes - NOT clear opening sizes. Plan positioning of doors and windows may be for illustration purposes only.

**Building Material Supply:** Sheet piling is by NZ Steel (Colorsteel<sup>®</sup> or Zinalume<sup>®</sup>). Unless specified to the contrary, the Colorsteel<sup>®</sup> brand is Endura<sup>®</sup>. A standard colour range applies and our colour offering is subject to change without notice. Sheet piling thickness is Base Metal Thickness (BMT). For steel member gauges (2mm or less), galvanised steel sections are supplied by NZ Steel (Galvsteel<sup>®</sup>). The coil for galvanised steel sections with gauges in excess of 2mm are foreign sourced. All building material is designed to be suitable for conditions generally described as 'Non-Aggressive'. Ensure that regular maintenance is applied to your steel building. Guidance on suitable environmental conditions, regularity of maintenance requirements and warranties can be sourced at the NZ Steel website [www.nzsteel.co.nz](http://www.nzsteel.co.nz). Other product guides and warranties are available on the X Span website. Specific product warranties based on installation, building location and environmental conditions take precedence over any product warranties provided by X Span. If directly exposed to the weather warranties on framing, building paper and some other products become null and void. If translucent (skylight) sheet piling is a kitset material inclusion, load spreading washers and purlin barrier strip is NOT provided as part of the kitset. If required, our offer excludes the supply of any hot rolled steel members.

**Bracing:** Where nominated for use in the structural plans, cross sectional steel strap bracing and fly bracing is provided to wall and/or roof areas. X Span reserves the right to modify a building design if required, to enable placement of cross-sectional steel strap bracing and fly bracing.

**Base Plate Fixing Method:** The fixing method nominated for the portal columns is determined by the structural design, to comprise either cast-in concrete or chemical anchor fixing. Chemical injection kits are a hazardous good (Anchor Fix product or similar) and therefore are NOT supplied as part of the kitset. If required, our offer excludes the supply of any hot rolled steel PFC members.

**Guttering:** Type, size as specified. Downpipes, downpipe droppers and silicon are NOT supplied as part of the kitset. Gutter brackets are supplied in colour Gull Grey only.

**Building Paper:** Unless specifically noted under X Span Kitset Inclusions, building paper (if selected) is supplied to the roof area only. Type specified may be subject to change without notice, dependent on preferred supplier and availability of product. Netting is NOT included unless specifically noted under X Span Kitset Inclusions.

**Vermin Flashing:** Applied to the wall/slab intersection and suitable for concrete slab and fully enclosed building areas only. DPC is NOT supplied as part of the kitset.

**Roller Doors:** Unless specified, doors are NOT wind rated and motorised doors are NOT remote operated. In most instances, all doors are keyed alike. Unless installed by an experienced and recommended installer, warranties on doors will be null and void. Some door types in some areas have a limited colour range. The finish (Colorsteel or powder-coated) is dependent on door type. Bird proofing above doors is NOT supplied unless specifically noted.

**Joinery:** Unless stated otherwise, all joinery is single glazed. Timber reveals are 19mm H3 pre-primed pine, with width based on a total wall thickness (including cladding) of 190mm and designed for an architrave finish if required. Joinery orders can NOT be modified. Unless specified, restrictor stays are NOT supplied.

**Flashings:** Design and supply relates to a shed classification building type only. For other building type classifications sill flashings and alternative/additional flashings may be required - these are NOT supplied as part of the kitset. Some flashings may need to be modified on site for a neat and tidy fit. X Span will NOT cover any costs related to flashing modifications or additional flashings if required. Basic manufacturer flashing kits are provided with whirly bird roof vents. In some cases, whirly bird vents may require additional flashings to adequately waterproof penetrations but these are NOT supplied as part of the kitset.

**Kitset Collection:** Collection is to be made from the various suppliers manufacturing and transport depots. Collection dates, third party addresses and contact details will be advised. Prior to collection the customer must ensure that the goods are ready for collection on the nominated dates, and upon collection must ensure that all items on the docket are supplied and not damaged. Should the collection by the customer be delayed then, at X Span's discretion, storage fees may apply equal to 1.0% of the contract price per week and payable prior to collection.

**Kitset Delivery:** A delivery service is not available to any Hauraki Gulf Island, Pacific Island, Stewart Island or any remote New Zealand based location. Where delivery is available, delivery to site requires X Span to arrange delivery and applies to all kitset material as noted except for shutter type roller doors, aircraft hangar doors and joinery. Joinery comprises all windows, ranch sliders and office type PA doors. The delivery cost of joinery, shutter type roller doors and aircraft hangar doors is an additional cost to be covered by the customer, with collection or delivery arranged by the customer via the supplier (third party) direct. Supplier (third party) contact details to be provided by X Span. Exceptions may apply whereby construction services are also offered by a registered X Span Agent. The kitset cost of delivery to site is based on the customer's site being located on, or close to, a normal delivery run. Delivery of roller doors is excluded for all locations north of Kerikeri, east of Whakatane/Napier, Coromandel District and generally all locations more than 5kms off any main highway. Additional fees may apply where the customer's site is situated in a remote location or off the normal delivery run. The customer must ensure the building site has suitable, all weather site access for large truck deliveries. Should the driver determine that the site is not accessible then, at the driver's discretion, the goods shall either be unloaded as close to the property as possible for the customer to move to site, or returned to the depot for the customer to collect. X Span will not be liable for any expenses, loss or damage resulting from a delay in or means of delivery – the kitset delivery date is an estimate only. Insurance for the steel building ceases once the kitset materials have been delivered to site or collected from a third party supplier depot(s).

**Acceptance of Goods:** It is the customer's sole responsibility to ensure that all materials noted on the delivery docket are supplied and that they are in satisfactory condition when taking possession of the kitset items. In the event of material damage or under supply, this must be written on the delivery docket(s) and signed by the driver. Any claim must be made by written notice to X Span within three (3) business days and subsequently X Span must be given reasonable opportunity to inspect materials following any such notice – otherwise it will be deemed that all materials have been accepted by the customer.

**Ownership, Returns & Default:** Ownership of the kitset material remains vested with X Span and shall not pass from X Span until all monies due and owed by the customer are paid in full. Kitset material will not be accepted for return under any circumstances as all X Span buildings are manufactured to specific customer requirements in relation to size and specification. If the customer defaults in making any payment due then X Span may at its sole discretion charge for any material price increases, storage fees equal to 1.0% of the contract price per week and payable prior to delivery, and default interest at 1.5% a month from the date at which the default arose. The customer will also be liable for all recovery costs, including legal expenses incurred by X Span, associated with any reimbursement for late payment.

**Limitation of Liability:** Notwithstanding any other terms and conditions X Span's liability for damages or costs of any kind, whether in contract, tort, negligence or otherwise, shall be limited to the cost of any faulty material(s) supplied to the customer. X Span is not responsible in any circumstances for any indirect, consequential or special loss, loss of profits or economic loss. All warranties implied by customary practice, at law or under statute are excluded to the extent legally permitted. X Span shall not be liable for: (a) any defects in products that have been altered by customers; (b) where steps have been taken to repair the products without X Span's prior written consent; (c) when products have been damaged or deteriorated due to failure to follow manufacturers or suppliers product instructions; (d) improper use, maintenance or storage of the products; (e) acts or omissions of third parties (including an X Span Agent); (f) failure to fully read and follow the Construction Manual, structural plans, Site Build List and any other documentation supplied by X Span; or (g) causes outside of X Span's reasonable control.

**Force Majeure:** In the event of a Force Majeure (including a natural disaster, war, pandemic, strike, supply chain issues, manufacturing or production related issues, government restrictions, lock-downs) or any other cause beyond X Span's control, whereby X Span (and/or any representative of X Span) is hindered or prevented from performing its contractual or any other obligations, X Span (and/or any representative of X Span) will not be responsible or liable in any circumstances for any indirect, consequential or special loss, loss of profits, economic loss or delays.