

X SPAN TERMS, CONDITIONS & GENERAL SPECIFICATIONS

Kitset Pricing: The offer of an 'X Span Kitset Price' 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. Unless stated otherwise, no allowance has been made for assembly, concrete foundation, excavation or any other costs. The kitset price offered may also be subject to variation due to changes in engineering standards and council requirements. X Span reserves the right to make design and engineering changes, where necessary, prior to manufacture commencing. If the design is altered during this process, the associated costs may in some circumstances be passed on to the customer (purchaser). Any additional costs will duly be discussed and agreed to by both parties 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 specified date. The price increase shall apply and be passed on by X Span to the customer, from the date that X Span is liable to pay the increased price to its supplier, and where manufacture of a customer's order has not commenced by that date, whether due to non-performance or in action by the customer, the price increase shall accordingly apply to the customer's order as well. Should the GST amount alter, actual GST will be calculated based on the rate applicable at the invoice date.

Engineering & Draughting: Each and every one of our building designs are location specific engineered to the appropriate New Zealand (or Pacific Island) Standards using our software design system (Shed Creator), however to meet council or local/government department consent requirements your project will require an independent site specific engineering review, which will be supplied through X Span. Our independent engineers design all buildings in accordance with the loads of AS/NZS 1170 and AS/NZS 4600 and will provide a site specific PS1 together with engineering plans and supporting engineering calculations for a shed classification building. Exclusive to X Span is the K5S[®] steel portal bracket system, New Zealand's first and only BRANZ Tested and Appraised steel shed bracket 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 other nature which may be requested by council. Unless stated otherwise our offer does NOT include a site plan, drainage plan, engineering design and draughting detail for a habitable or commercial building or any other additional draughting or engineering design detail that may be required by council - other than our standard generic set of plans and specifications provided. Our offer excludes any consent fees. Any additional costs are customer related. Our portal foundation design assumes 'Good Ground' as defined in NZS3604, with at least 300kpa Ultimate Bearing Capacity and wind zone as nominated. If in the event a report recommends alternative design parameters outside of our specified generic design, the cost of any additional structural or foundation design if required, is NOT included in our offer. By default, the FFL (Finish Floor Level) shown on our engineering plans is 150mm above ground. Specific engineering 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):

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

Wind Regions – A or W. Building designs are NOT engineered for any buildings located in a Lee Zone (refer website for map).

Snow Zones – Shed Creator building designs are engineered to a maximum altitude of 400m for Zone N1, 400m for Zone N2, 400m for Zone N3, 200m for Zone N4 and 300m for Zone N5 (refer website for map).

Earthquake Zones – Engineering is based on location (refer website for map). Specific engineering design applies to the Pacific Islands.

Manufacture: Standard manufacturing lead-time is 20 to 25 working days.

Kitset Payment Schedule: Initial deposit (Invoice 1) of 10% of the total price (a minimum deposit value based on the cost of the engineering fee applies), to receive all appropriate engineering plans. Balance Deposit (Invoice 2), to reach a payment level equivalent to 50% of the total price, to commence manufacturing. Final payment (Invoice 3) of the balance owing on the agreement, prior to the delivery/collection of the kitset. The customer must ensure that the final payment is made prior to the due date, otherwise delivery/collection of the kitset will be delayed and storage fees will apply. All kitset payments must be made direct to X Span Ltd's bank account by way of electronic transfer – NOT to an X Span Agent's bank account. An X Span Agent is NOT authorised to accept payments on behalf of X Span Ltd.

Self Assembly: X Span will provide a Construction Manual, detailed engineering plans and support to ensure the customer is able to erect the building with relative ease. The customer must ensure the building site has suitable, all weather access for large truck deliveries. Most components are marked for easy identification and placement, cut to length and drilled to suit bolt placement. However, some cutting and/or drilling may be required on site so it is important to follow guidance as noted in the Construction Manual. If required, we will provide friendly and clear assembly advice over the phone.

Dimensions: All building plan dimensions noted are nominal sizes only. Wall height is based on portal knee height, while apex height is portal apex height. Open bays comprise header sheets, the length of which may differ dependent on the building size, which will affect clearance height. Exact building length and building span will 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. For roller doors clear opening sizes may reduce due to the building height. Plan positioning of windows may be for illustration purposes only.

Main Building Components: All roof and wall sheeting supplied by New Zealand Steel (Colorsteel[®] or Zinalume[®]). Unless specified to the contrary, the Colorsteel[®] brand supplied is Colorsteel[®] Endura[®]. Sheet thickness is Base Metal Thickness (BMT). For most member gauges (2mm or less), galvanised steel sections to be supplied by New Zealand Steel (Galvsteel[®]). The steel coil for galvanised steel sections with gauges in excess of 2mm are foreign sourced. Fastenings are a combination of tek screws and structural bolts. All steel components of the building are designed to be suitable for conditions generally described as 'Non Aggressive'.

Please ensure that regular maintenance, once construction is complete, is applied to your steel building. Guidance on suitable environmental conditions, regularity of maintenance requirements and warranties can be sourced at the New Zealand Steel website, www.nzsteel.co.nz. Some product guides and warranties are also available on the X Span website. Specific materials warranties, based on building location and environmental conditions, take precedence over any kitset guarantee on materials provided by X Span. If directly exposed to the weather, warranties on framing become null and void.

Bracing: Although uncommon, if nominated for use in the engineering plans, apex and/or knee braces are provided. Please note that the existence of apex braces and knee braces will reduce the internal clearance height of the building. Where nominated for use in the engineering plans, cross sectional steel strap bracing is provided to wall and/or roof areas. For some building designs, header wall sheeting will also be nominated to assist in bracing requirements.

Base Plate Fixing Method: The fixing method nominated for the building's main columns is determined by the building design, to comprise either cast in concrete fixing or chemical anchor fixing. Due to the chemical injection being a hazardous good, chemical injection kits (Anchor Fix product or similar) are NOT supplied as part of the building kitset because of risks during transport.

Guttering: Type and size as specified. Downpipes, downpipe droppers and silicon are NOT provided as part of the building kitset.

Building Paper: Unless specifically noted under X Span Kitset Inclusions, building paper is supplied to the roof area only. Type specified may be subject to change, 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.

Roller Doors & Access Doors: Unless specified, doors are NOT wind rated and motorised doors are NOT remote operated. In most instances, all roller doors are keyed alike. Unless installed by an experienced and recommended installer, warranties on doors may become 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 roller doors is NOT included 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 of 190mm and designed for an architrave finish in the event internal linings are fixed. Hardware is APL's Urbo range. Unless specified, restrictor stays are NOT supplied.

Opening Flashings: Those supplied are for that of a shed classification only. Header and side flashings are supplied to all door and window openings. For other classifications sill flashings may be required, but these are NOT provided as part of the building kitset. 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 provided as part of the building 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 dockets 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: The delivery service is not available to any Hauraki Gulf Island, Stewart Island or Pacific Island location. Where delivery is available, delivery to site requires X Span to arrange delivery and applies to all kitset items as noted except for shutter type roller doors, aircraft hangar doors and the joinery. Joinery comprises of 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 X Span, or 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. Additional fees may apply where the customer's site is situated in a remote location, off the normal delivery run. Suitable, all weather site access for large truck deliveries is required. 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 whereby the quoted delivery fee will still apply. X Span will not be liable for any expenses, loss or damage resulting from a delay in 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 dockets 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 dockets 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 building 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 buildings 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 products 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 due to failure to follow product instructions supplied by X Span or X Span's manufacturers or suppliers; (d) improper use, maintenance or storage of the products; (e) acts or omissions of third parties (including an X Span Agent); or (g) causes outside of X Span's reasonable control.