

# Terms and Conditions

*Youngs Automotive 2008 Ltd*

22 Vanguard Street, Nelson, New Zealand

Last updated: 24 February 2026

## Definitions

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In these Terms and Conditions:

- "Company" means Youngs Automotive 2008 Ltd, a New Zealand registered business.
- "Customer" means the purchaser whose order for the purchase of the Company's goods is accepted by the Company.
- "Goods" means any products or items sold or supplied by the Company.
- "Contract" means any contract for the sale and supply of Goods between the Company and the Customer, incorporating these Terms and Conditions.
- "Trade Customer" means a Customer who is acquiring Goods for the purposes of a business, trade, or profession (including resale). Where a Customer is a Trade Customer, the Consumer Guarantees Act 1993 is expressly excluded to the fullest extent permitted by law, in accordance with section 43 of that Act.
- "Consumer" means a Customer who is acquiring Goods for personal, domestic, or household use, and who is entitled to the full protections of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

## PART A — TERMS OF TRADE

### 1. Acceptance of Order

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These Terms and Conditions apply to every sale contract between the Company and the Customer. Any terms and conditions of the Customer's order that deviate from or are inconsistent with these Terms and Conditions are expressly excluded and rejected by the Company. This exclusion applies regardless of any statement by the Customer that their own terms and conditions shall prevail.

A contract shall only be formed between the Company and the Customer for the supply of Goods when an order has been accepted by the Company. These provisions apply equally to every quotation or offer made by the Company for the supply of Goods.

### 2. Prices and GST

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All prices are charged in New Zealand Dollars (NZD) and are quoted exclusive of GST (Goods and Services Tax). GST at the prevailing rate (currently 15%) will be added to all invoices. All prices are ex-warehouse and do not include insurance or delivery charges unless otherwise stated.

The Company reserves the right to invoice Goods at the prices applicable at the date of delivery of each order. Prices are subject to change without notice.

### 3. Property and Risk

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Risk in the Goods sold shall pass to the Customer when the Goods, or any part of them, are loaded for consignment at the Company's warehouse, whether the carrier is engaged by the Company or the Customer.

Notwithstanding the above, legal title to and property in the Goods does not pass to the Customer until payment in full for all amounts owing to the Company by the Customer has been received. Until such payment is received:

- (a) The Customer shall store the Goods separately and identifiably from its own goods and those of any other person.
- (b) The Company shall be entitled to retake possession of all Goods delivered until all debts owing to the Company have been paid in full.
- (c) The Customer may re-sell the Goods in the ordinary course of business on the following conditions:
  - (i) The Customer re-sells as principal and has no authority to commit the Company to any contractual relationship or liability with any third party.
  - (ii) As between the Company and the Customer, the Customer re-sells as fiduciary agent and bailee of the Company.
  - (iii) The Customer holds all proceeds of resale on trust for the Company until the Company has been paid in full for those Goods.
  - (iv) The Customer hereby irrevocably appoints the directors of the Company as joint and several attorneys to sign any documents required to give effect to assignment of resale claims.

The Company may, without further notice and without prejudice to any other rights, retake possession of its Goods and enter the Customer's premises for that purpose if:

- (v) The Customer breaches any term of any contract with the Company; or
- (vi) The Customer is placed into receivership, liquidation, voluntary administration, or any other form of insolvency administration; or
- (vii) The Customer parts with possession of the Goods otherwise than by way of sale in the ordinary course of business.

Any collection costs incurred in recovering Goods or amounts owing are the Customer's responsibility. The Company may recover the purchase price by legal proceedings and may apply for the appointment of a liquidator to the Customer, notwithstanding that title has not passed.

### 4. Insurance

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All sales are made Free On Board (FOB) at the Company's premises. The Customer shall, at its own cost, insure the Goods in the Company's name against such risks as a prudent owner would insure, for their full insurable value, from the time risk passes to the Customer.

### 5. Payment

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Retail Customers: Payment is required in full at the time of placing an order or on delivery. We accept credit/debit card, bank transfer, and other methods listed at checkout. Trade Customers: Payment terms are cash on delivery unless the Company has agreed in writing to extend an account. Where a trade account has been approved, payment is due within

twenty (20) days from the last day of the month in which each delivery was made. The Company reserves the right to withdraw or vary trade account terms at any time.

If any amount is not paid by the due date, interest shall be payable immediately on demand at the rate of fifteen percent (15%) per annum on all overdue amounts, calculated from the due date until the date of payment. Any collection costs incurred are the Customer's responsibility.

We accept the following payment methods:

- Cash on delivery
- Bank transfer (details provided on invoice)
- Credit/debit card (Visa, Mastercard)
- Apple Pay
- Google Pay
- Alipay
- WeChat Pay

## 6. Cancellation

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Cancellation of any contract of sale requires prior written approval from the Company. Where cancellation is not approved in writing before delivery, the Goods will be delivered to the Customer and the Company will be entitled to full payment. The Company reserves the right to impose a cancellation or restocking fee where a cancellation is approved.

## 7. Delivery

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### 7.1 Delivery Area

The Company delivers to addresses throughout New Zealand only. We do not offer international shipping.

### 7.2 Delivery Timeframes

Estimated delivery timeframes from our South Island warehouse are:

- South Island: 1–3 business days
- North Island: 3–5 business days
- Rural delivery: add 1–2 additional business days

These are estimates only and are not guaranteed. The Company shall be under no liability for any direct or consequential loss or damage arising from delay or postponement in delivery.

### 7.3 Partial Delivery

The Company may deliver Goods by instalments or partial shipment and the Customer shall accept each such delivery. Partial delivery shall not affect the Customer's obligation to accept and pay for remaining Goods.

### 7.4 Shipping Costs

Shipping costs are calculated at checkout based on the Customer's location and the size and weight of the order.

### 7.5 Tracking

Where available, a tracking reference will be provided once the order has been dispatched.

## 8. Acceptance and Claims

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Acceptance of Goods delivered shall be deemed to have taken place at the expiry of 14 days from the date of delivery. No Goods will be accepted for return unless agreed in writing by the Company prior to such return, and then only on conditions acceptable to the Company, at the Customer's entire risk as to loss or damage, and provided the Goods are in their original sealed condition as delivered.

Where the Company agrees to accept Goods for return, the following charges apply:

- A service/administration fee of \$25.00 per item or set (systems); and/or
- A restocking charge of 15% of the invoiced price of the Goods.

## 9. Warranty Policy

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At Youngs Automotive, we are committed to providing high-quality products and we stand behind everything we sell. All eligible products come with a manufacturer's warranty to ensure your peace of mind and satisfaction.

### 9.1 Warranty Coverage

Each product sold by the Company is covered by the relevant manufacturer's warranty. Warranty periods vary by product and manufacturer. Unless otherwise specified, the manufacturer's warranty covers:

- Defects in materials or workmanship that occur under normal use and operating conditions
- The cost of the product only (labour and installation costs are not covered unless otherwise stated)
- Replacement or repair of the defective product, or a full refund if the product cannot be repaired or replaced

The Company's liability for warranty claims is limited to one or more of the following remedies, as determined by the Company:

- (viii) The replacement of the Goods or supply of equivalent Goods
- (ix) The repair of the Goods
- (x) Payment of the cost of replacing or acquiring equivalent Goods
- (xi) Payment of the cost of having the Goods repaired

### 9.2 Warranty Exclusions

The following are not covered under warranty:

- Improper installation or misuse: Warranty coverage is voided if the product has not been installed by a qualified professional mechanic. Installation by unqualified personnel will void the warranty.
- Normal wear and tear: Products naturally deteriorate with time and use. General wear and deterioration is not covered.
- Accidental damage, negligence, or improper use: Including damage from collisions, abuse, or failure to follow product care or installation instructions.

- Alterations or modifications: Including any unauthorised attempts to repair, modify, or alter the product.
- Consumables: Items such as gaskets, seals, filters, and any other components designed for limited-life or routine replacement are excluded from warranty coverage.

### 9.3 Making a Warranty Claim

To lodge a warranty claim, please contact us at [shop@youngs.co.nz](mailto:shop@youngs.co.nz) with the following information:

- Your order number or proof of purchase
- A description of the defect or issue
- Photographs or supporting evidence where applicable

Goods must be returned in accordance with the Company's returns process (see clause 10). Warranty claims will not be assessed until the Goods have been received and inspected by the Company or the manufacturer.

### 9.4 Consumer and Trade Customers

For Consumers: Your rights under this warranty policy are in addition to, and do not limit, any rights you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986. If Goods fail to comply with a consumer guarantee, you may be entitled to a remedy under that Act regardless of the manufacturer's warranty terms.

For Trade Customers: The Consumer Guarantees Act 1993 is expressly excluded in accordance with section 43 of that Act. Warranty remedies for Trade Customers are limited to those set out in clause 9.1 above.

The Company shall not be liable for any direct or consequential loss or damage arising from any defect in the Goods or their use, to the maximum extent permitted by law.

## 10. Returns and Refunds

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### 10.1 Consumer Guarantees Act 1993

Consumers: If Goods are faulty, not fit for purpose, or do not match their description, you are entitled to a remedy under the Consumer Guarantees Act 1993 (CGA). The Company will arrange a replacement, repair, or full refund as appropriate and will cover return shipping costs in such cases. Trade Customers: The Consumer Guarantees Act 1993 does not apply to purchases made for business purposes. Returns and claims for faulty Goods will be assessed under the warranty provisions in clause 9 and the Company's warranty policy.

### 10.2 Change of Mind Returns

Change-of-mind returns are accepted within [14] days of delivery, provided:

- The item is unused and in its original, undamaged packaging
- Proof of purchase is provided
- The item is not a special order, non-stock, or sale item

Return shipping costs for change-of-mind returns are the Customer's responsibility.

### 10.3 How to Request a Return

To initiate a return, contact us at [shop@youngs.co.nz](mailto:shop@youngs.co.nz) with your order number, a description of the issue, and photos where relevant. We will respond within 2 business days.

## 10.4 Refund Processing

Approved refunds will be processed to the original payment method within 5–10 business days of receiving and inspecting the returned Goods.

## 11. Special Orders

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Where the Customer places an order for non-stock items, the Company will not accept return of those items unless the manufacturer agrees to accept the return from the Company. The Company may deduct transport, insurance, handling, and restocking charges from any credit due to the Customer on special order returns.

## 12. Substitution

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The Company reserves the right to substitute another make or brand of similar specification where any item ordered by the Customer is not available. If the Customer is not satisfied with a substituted item, it may be returned to the Company for credit.

## 13. Force Majeure

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If delivery is prevented or delayed, in whole or in part, by reason of an event beyond the Company's reasonable control, including but not limited to: acts of God, fire, flood, earthquake, epidemic or pandemic, riot, war, hostilities, government restrictions, trade embargoes, strikes, lockouts, labour disputes, transport delays, supplier insolvency or manufacturer delays — the Company may, at its option:

- (d) Perform the contract or the unfulfilled portion thereof within a reasonable time following removal of the cause; or
- (e) Rescind the contract or the unfulfilled portion thereof unconditionally and without liability.

## 14. Clerical Errors

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Clerical, typographical, or computational errors in any catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note, or specification issued by the Company shall be subject to correction by the Company at any time, without liability.

## 15. Termination

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The Company may terminate or suspend performance of any contract with the Customer, or require payment of cash in advance of delivery, if any of the following events occur:

- (f) The Customer breaches any provision of the contract;
- (g) The Customer assigns any of its property for the benefit of creditors;
- (h) The Customer (being a company or other entity) becomes subject to any form of insolvency administration, including the appointment of a receiver, manager, liquidator, provisional liquidator, or administrator;

- (i) The Customer (being a natural person) commits an act of bankruptcy or has a trustee in bankruptcy appointed;
- (j) Any mortgagee takes steps to exercise its right to take possession of the Customer's property.

Upon termination, the Company is entitled to payment for any Goods already delivered, work in progress, or services already provided. This clause does not limit any other remedy available to the Company, including compensation for loss or damage suffered.

## **16. Limitation of Liability**

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To the maximum extent permitted by law, the Company is not liable for any indirect, incidental, special, or consequential loss or damage arising from the use of this website, any reliance on product information, or from any contract with the Customer. The Company's total liability in respect of any claim shall not exceed the amount paid by the Customer for the relevant Goods.

Nothing in these Terms and Conditions excludes or limits any liability that cannot be excluded by law. For Consumers, this includes liability under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. For Trade Customers, the Consumer Guarantees Act 1993 is expressly excluded in accordance with section 43 of that Act, and liability is limited to the maximum extent permitted by law.

## **17. Modifications to Terms**

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All modifications and amendments to these Terms and Conditions must be made in writing and signed by a duly authorised representative of the Company. Oral modifications or amendments shall not be binding on the Company.

## **18. Personal Property Securities Register (PPSR)**

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The Customer acknowledges that these Terms and Conditions create a security interest in all Goods supplied by the Company to the Customer (both present and future) for the purposes of the Personal Property Securities Act 1999 (PPSA). The Company may register a financing statement on the Personal Property Securities Register (PPSR) in respect of that security interest at any time.

The Customer agrees to promptly do anything the Company reasonably requires to ensure the Company's security interest is enforceable, perfected, and otherwise effective under the PPSA. The Customer waives its right to receive a copy of any verification statement under the PPSA.

## **19. Trade Credit Accounts**

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Trade accounts are not automatic and are subject to a separate credit application and approval process. The Company reserves the right to approve or decline any credit application at its sole discretion.

As a condition of approval, the Company may require one or more of the following:

- Completion of a Trade Credit Application form
- A personal guarantee from the directors or principals of the applicant business
- Trade references
- A credit check

Approved credit limits and payment terms may be reviewed, varied, or withdrawn by the Company at any time without notice. The Company may require payment in advance or on delivery regardless of any previously agreed terms.

## **20. Pricing Errors**

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The Company takes care to ensure all prices displayed on its website and in its catalogues are accurate. However, if a product is listed at an obviously incorrect price due to a typographical, system, or clerical error, the Company reserves the right to cancel the order and issue a full refund, even after an order confirmation has been sent.

In such cases, the Company will notify the Customer as soon as practicable and offer the option to proceed at the correct price or receive a full refund.

## **21. Backorders and Stock Availability**

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Listing of a product on this website or in our catalogue does not guarantee its availability. If an ordered item is out of stock or unavailable at the time of processing, the Company will notify the Customer and offer one of the following options:

- Place the item on backorder and dispatch when stock becomes available
- Substitute with an alternative product of similar specification, subject to Customer approval
- Cancel that item from the order and issue a refund for any payment received

The Company will not be liable for any loss or damage arising from stock unavailability or backorder delays.

## **22. Freight Damage**

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The Customer must inspect all Goods upon delivery. If Goods arrive with visible damage to outer packaging, the Customer should note this with the courier at the time of delivery and, where possible, note the damaged consignment before signing.

Claims for freight damage must be reported to the Company within 48 hours of delivery by emailing [shop@youngs.co.nz](mailto:shop@youngs.co.nz) with:

- Your order number
- A description of the damage
- Photographs of the damaged packaging and Goods

Failure to notify the Company within this timeframe may limit the Company's ability to make a claim with the courier and may affect the remedy available to the Customer. This clause does not affect Consumer rights under the Consumer Guarantees Act 1993.

## 23. Dispute Resolution

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The Company is committed to resolving any concerns promptly and fairly. If you have a complaint or dispute, please contact us first using the details in clause 33 before taking any formal action.

We will acknowledge your complaint within 2 business days and aim to resolve it within 10 business days. If a resolution cannot be reached internally, the parties agree to explore mediation in good faith before commencing legal proceedings. This clause does not limit any right to seek urgent or injunctive relief from a court where necessary.

## 24. Severability

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If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed. The remaining provisions shall continue in full force and effect and shall not be affected by the severed provision.

## 25. Entire Agreement

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These Terms and Conditions, together with any approved Trade Credit Account agreement, constitute the entire agreement between the Company and the Customer with respect to the supply of Goods, and supersede all prior discussions, representations, warranties, or agreements, whether oral or written. No employee or agent of the Company has authority to vary these Terms and Conditions unless such variation is made in writing and signed by an authorised representative of the Company.

## 26. Governing Law

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These Terms and Conditions are governed by and construed in accordance with the laws of New Zealand. Any disputes arising under these Terms and Conditions will be subject to the exclusive jurisdiction of the New Zealand courts.

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## PART B — WEBSITE USE AND PRODUCT INFORMATION

### 27. Terms of Website Use

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Access to this website is provided to customers of the Company as a general reference and ordering tool. By using this website, you agree to the following:

- You must not disclose your login details to any third party or allow any third party to access the website using your credentials.
- The Company reserves the right to withdraw access to the website, without notice, from any user who in its opinion has breached these Terms and Conditions or used the website for purposes for which it was not intended.
- The information contained on this website is subject to change without notice.

## 28. Product Information Disclaimer

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This website has been prepared specifically for customers of the Company and is provided as a general reference only. The listing of any product on this website does not imply that such product is available for immediate supply.

Parts of this website have been prepared using information supplied by various trade organisations, publications, and supplier catalogues. While the Company has taken care to ensure the accuracy of information published on this website, customers are advised to confirm all details and the suitability of any item for their specific needs before ordering.

No representation or warranty is made or given regarding the ability to substitute one part for another. The Company and any party associated with the production of this website do not accept any responsibility or liability whatsoever (to the extent permitted by law) for any inaccuracy, error, misinformation, or misleading statement, whether negligently caused or otherwise, contained on this website.

## 29. Intellectual Property

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This website and its contents, including but not limited to text, images, graphics, logos, product descriptions, and software, are protected by copyright and may not be reproduced, copied, sold, transmitted, circulated, or forwarded to third parties, in whole or in part, without the prior written consent of the Company.

All trademarks, registered marks, and product names appearing on this website are the property of their respective owners. Use of any such marks without the owner's written consent is strictly prohibited.

## 30. Privacy and Data

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### 22.1 Privacy Act 2020

The Company is committed to protecting your personal information in accordance with the New Zealand Privacy Act 2020. By using our website and placing an order, you consent to the collection and use of your personal information as described below.

### 22.2 Information We Collect

We may collect your name, email address, phone number, delivery address, payment information (processed securely via our payment provider), purchase history, and any communications you send to us.

### 22.3 How We Use Your Information

Your personal information is used to process and fulfil orders, communicate with you about your account or enquiries, send marketing communications where you have opted in, and to comply with legal obligations. We do not sell your personal information to third parties.

### 22.4 Your Rights

Under the Privacy Act 2020, you have the right to access and correct any personal information we hold about you. To make a request, contact us at [your@email.com].

### 22.5 Cookies

Our website uses cookies to enhance your browsing experience and analyse site traffic. By continuing to use our website, you consent to the use of cookies. You may disable cookies through your browser settings, though this may affect some website functionality.

### **31. Goods and Services Tax (GST)**

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All goods are subject to GST at the prevailing rate (currently 15%) unless otherwise specified. Exemption from GST can only be granted where written confirmation on official letterhead from a duly authorised officer of the New Zealand Inland Revenue Department is provided to the Company.

### **32. Changes to These Terms**

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The Company reserves the right to update or modify these Terms and Conditions at any time without prior notice. Changes take effect immediately upon posting to our website. Continued use of the website or placement of orders following any changes constitutes acceptance of the updated Terms and Conditions.

### **33. Contact Us**

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For any questions regarding these Terms and Conditions, please contact us:

- Email: [shop@youngs.co.nz](mailto:shop@youngs.co.nz)
- Phone: 03-548 9014
- Address: 22 Vanguard Street, Nelson, New Zealand
- Business hours: Monday–Friday, 8:00am–5:00pm NZST