

WCTNZ® | LooCube™ — New Zealand Terms and Conditions of Trade

Authorised by: Management Representative | Version: NZ v1.2 | Date: 09/09/2025

WATERLESS COMPOSTING TOILETS NZ LIMITED (trading as WCTNZ®)



Order of Precedence (NZ):

- (1) Special Conditions in a WCTNZ® Quote/Order Confirmation;
- (2) these NZ Terms;
- (3) Schedules A–C;
- (4) Manufacturer Terms (LooCube AU, as referenced in the Quote);
- (5) technical drawings/specifications.

To the extent of any inconsistency, the higher-ranked document prevails. Any manufacturer terms incorporated by reference are subject to these NZ Terms for NZ sales.

1. Definitions and interpretations

1.1. Definitions

Additional Charge means: (a) fees/charges for additional work performed outside the agreed quotation at the Customer's request or reasonably required as a result of the Customer's conduct, calculated at WCTNZ®'s then-current prices or hourly rates; and (b) expenses incurred by WCTNZ® at the Customer's request or reasonably required as a result of the Customer's conduct.

Business Day means a day that is not a Saturday, Sunday or public holiday in New Zealand.

Customer means the person or company to whom the Quotation is addressed, including the Customer's agents and permitted assigns.

Delivery means when the Products are transferred to the Customer either by physical delivery to the site or collection by the Customer's agent or carrier.

Products mean LooCube™ toilet buildings, ramps and associated items supplied in New Zealand by WCTNZ®.

GST means goods and services tax under the Goods and Services Tax Act 1985 (NZ).

Intellectual Property Rights means rights protected by statute or common law, including copyright, trademarks, patents and registered designs.

ISO Containers means intermodal containers manufactured to International Organisation for Standardisation specifications.

Loss includes costs (including party-to-party legal costs and WCTNZ®'s legal costs), expenses, lost profits, damages, personal injury and property damage.

NDT means non-destructive testing (as relevant).

Order means a purchase order for Products/Services placed in response to a Quote and as varied in writing from time to time.

Overseas Customer means a customer that does not have a registered office in New Zealand and/or is not considered a NZ entity for taxation purposes.

PPSA (NZ) means the Personal Property Securities Act 1999 (NZ).

Quote means WCTNZ®'s written description of the Products/Services to be provided, price basis and indicative timeframe.

Schedules mean Schedule A – Standard Inclusions; Schedule B – Compliance Notes (AU documentation → NZ approvals); Schedule C – Support & Confidence Statement (24 months).

1.2. Interpretation

- (a) "Writing" includes email and electronic acceptance via WCTNZ® systems;
- (b) singular includes plural and vice versa;
- (c) clause references are to these Terms;
- (d) references to a party include executors, administrators, successors and permitted assigns;
- (e) defined expressions include grammatical variants;
- (f) headings do not affect interpretation;
- (g) if an act is due on a non-Business Day, it is due on the next Business Day (payments due on demand excepted).

2. Agreement to Buy and Sell

WCTNZ® agrees to sell and the Customer agrees to buy the Products on these Terms in consideration of the price specified in the Quotation.

3. Engagement of LooCube / WCTNZ

These Terms apply to all transactions between the Customer and WCTNZ® relating to the provision of Products, including all quotations, contracts and variations, and take precedence over Customer terms unless WCTNZ® agrees otherwise in writing. Variations/waivers are ineffective unless in writing and signed by both parties. WCTNZ® may amend a Quote before acceptance to reflect changes in cost/scope. Manufacturer terms incorporated by reference apply subject to these NZ Terms (see Order of Precedence).

4. Quotes

Quotes are generally valid for 30 days. Unless specified, freight/delivery is excluded; if delivery pricing is quoted, it is valid for 14 days. Quotes assume timely Customer information and current input costs. WCTNZ® is not obliged to commence until the Quote is accepted and the deposit is paid. WCTNZ® may amend a Quote prior to Order for cost movements. Timeframes are estimates. Base documentation includes generic AU engineering to assist NZ consenting (see Schedule B).

5. Acceptance of Quote

Acceptance occurs when the Customer confirms in writing and pays the required deposit; acceptance binds the Customer to these Terms.

6. Purchase Orders

Government POs do not alter deposit requirements unless WCTNZ® agrees in writing. Orders must reference the Quote and be in writing/email. Placement signifies acceptance of these Terms and the referenced Quote number. WCTNZ® may refuse supply where Products are unavailable or prior invoices (including related entities) remain unpaid. Orders cannot be cancelled without WCTNZ®'s prior written consent; the Customer indemnifies WCTNZ® for resulting Losses (including lost opportunity). Customer delays >10 weeks affecting materials procurement may attract an Additional Charge.

7. Variations

Customer variation requests must be in writing and accepted by WCTNZ® in writing. WCTNZ® will price and time-adjust Variations; revised Quotes for additional work may supersede prior scope where specified. An automatic extension of time applies equal to the variation-caused delay.

8. Delivery and Storage

Delivery times are estimates; WCTNZ® is not liable for late delivery. If dispatch cannot occur within 14 days of manufacture completion due to Customer/site readiness or late balance payment, storage fees may apply (guide: from NZD \$25 + GST/day, invoiced weekly in advance). Customer is responsible for safe unloading, laydown and protection on site.

9. Invoicing and Payment

Deposits and balances (NZ): 70% deposit to confirm manufacture; 30% balance prior to dispatch after manufacture completion.

Funded orders (charitable trusts/government grants): 100% to confirm. Invoices are due on receipt unless stated otherwise.

Overdue: WCTNZ® may suspend manufacture/dispatch; interest 12% p.a. calculated daily; reasonable enforcement/collection costs are payable by the Customer. No set-off/retention except as required by NZ law. Parties will comply with the GST Act 1985 (NZ).

Overseas Customers: no credit; payment in full prior to shipping.

10. Additional Charges

WCTNZ® may charge Additional Charges where installation conditions, Customer-caused delays, late/incorrect information, or council/professional requirements beyond the base scope cause extra cost or time.

11. Standard of Manufacturing

Products are manufactured to applicable standards; documentation uses WCTNZ®/LooCube™ standard formatting. Requirements beyond base standards may attract Additional Charges. Base engineering is AU; NZ certification is required (see Schedule B).

12. Installation

WCTNZ® does not provide installation services unless expressly agreed. We can refer independent builders; referrals are without recommendation or guarantee unless otherwise agreed in writing. Customer must ensure site H&S compliance and competent supervision.

13. Acceptance of Products

Upon delivery, the Customer must promptly inspect the Products. If the Customer considers there is any damage, short delivery or other non-conformity, it must:

- (a) note any visible transport damage or shortage on the carrier's delivery record at the time of delivery and notify WCTNZ® in writing within five (5) Business Days; and
- (b) for any other alleged shortages, defects or non-conformities, notify WCTNZ® in writing within fourteen (14) days of delivery.

If WCTNZ® does not receive notice within the applicable period, the Products will be deemed accepted as delivered and in conformity with the Order, without prejudice to any non-excludable rights the Customer may have under New Zealand law (including, where applicable, the Consumer Guarantees Act 1993 and the Fair Trading Act 1986).

Any invoice disputes must be notified within 7 days from the invoice date.

14. Title and Risk

Risk passes on delivery to the site or collection by the Customer/carrier. Title passes only when WCTNZ® has received payment in full (including other amounts owed). Until then, the Customer:

- (i) holds the Products as bailee;
- (ii) must be able to identify them as WCTNZ® property;
- (iii) must not grant any security interest over them; and
- (iv) irrevocably licences WCTNZ® to enter premises to inspect or repossess on default and indemnifies WCTNZ® for reasonable loss arising from lawful repossession.

PPSA (NZ): The Customer grants WCTNZ® a purchase money security interest (PMSI) in the Products and their proceeds under the PPSA 1999 (NZ), waives rights to receive verification statements, and will do all things reasonably required to perfect/maintain WCTNZ®'s security interest.

15. Intellectual Property Rights

The Customer indemnifies WCTNZ® for Loss arising from third-party IP claims, where based on materials supplied by the Customer. Unless agreed otherwise in writing, all IP in works, drawings, manuals and specifications created by or for WCTNZ® remains WCTNZ®'s/the manufacturer's. Subject to full payment, the Customer receives a non-exclusive, non-transferable licence to use supplied documents solely for the intended project and approvals/installation. Where the Customer supplies installation photos/testimonials, the Customer grants WCTNZ® a non-exclusive licence to use them in marketing unless the Customer opts out in writing.

16. Default by Customer

Events of default include (without limitation): payment default; material breach not remedied within 10 Business Days of notice; insolvency events; unauthorised assignment; or ceasing/threatening to cease business. On default, WCTNZ® may suspend, terminate, repossess Products to which title has not passed, refuse further supply, and treat all sums as immediately due, without prejudice to damages and other rights.

17. Termination

In addition to termination for default, either party may terminate with 30 days' written notice where no manufacture has commenced; reasonable, demonstrable costs to date (including non-recoverable supplier costs) remain payable. Termination does not affect accrued rights.

18. Exclusions and Limitations of Liability

Nothing in these Terms excludes rights under New Zealand law, including (where applicable) the Consumer Guarantees Act 1993 (CGA) and Fair Trading Act 1986 (FTA). Where the Customer acquires Products for business purposes, the parties agree the CGA does not apply to the extent permitted by s 43 CGA. To the maximum extent permitted by law, WCTNZ® excludes liability for indirect or consequential loss, loss of profit, loss of opportunity or special damages. WCTNZ®'s total aggregate liability is limited to the price paid for the affected Products/Services, except to the extent liability cannot lawfully be limited. Advice/recommendations are given in good faith on Customer-supplied information; the Customer remains responsible for fitness for purpose, site suitability and local authority compliance.

19. Indemnity

The Customer indemnifies WCTNZ® against third-party claims/losses arising from the Customer's breach, misuse/alteration of Products, H&S failures, inaccurate/late information, or use contrary to documentation, except to the extent caused by WCTNZ®'s negligence or wilful default.

20. Force Majeure

If circumstances beyond WCTNZ®'s control prevent or hinder performance (including material shortages, supplier/freight delays, strikes, natural disasters, government action, or IT failures), WCTNZ® is free from obligations while those circumstances continue and may terminate or extend timeframes accordingly.

21. Warranties

Activation: To activate the manufacturer's warranty, the Customer must complete commissioning/warranty documentation (including reasonable installation photographs) within 60 days of receipt/commissioning.

Support: WCTNZ®'s Support & Confidence Statement (Schedule C) applies for 24 months from commissioning, subject to maintenance and no misuse/unauthorised modification. These warranties are in addition to any non-excludable rights under NZ law (CGA/FTA). Where Products are acquired for business purposes, see clause 18.

22. Other Matters

Governing Law/Jurisdiction: New Zealand law; NZ courts have non-exclusive jurisdiction.

Entire Agreement: These Terms (with the Order, Quote and Schedules) are the entire agreement for NZ supply; they supersede prior communications.

Notices: Written notices to the addresses/emails in the Quote; emails before 4 pm on a Business Day are deemed that day, otherwise next Business Day.

Severability/No Waiver: If a provision is invalid, the remainder continues; failure to enforce is not a waiver.

Assignment/Subcontracting: Customer must not assign without consent (not unreasonably withheld). WCTNZ® may subcontract, remaining responsible for overall performance.

Privacy: WCTNZ® may collect/use project/contact information to process Orders, coordinate delivery/approvals and provide after-sales support, in accordance with NZ privacy law; Customers may request access/correction.

Electronic Communications: Parties consent to electronic formation, signatures and records for Quotes, Orders and notices.

Health & Safety: The Customer is responsible for site H&S (including safe access/unloading, laydown and supervision) under the Health and Safety at Work Act 2015 (NZ).

Dispute Resolution: Before proceedings (except urgent relief), the parties will attempt good-faith resolution and may refer disputes to mediation (AMINZ).

Contingency Allowance: Where stated on the Quote, a contingency allowance (up to 15%) may be applied to cover unforeseen costs, design modifications or site-condition variations, communicated and documented consistently with s 17 Construction Contracts Act 2002 and the Building Act 2004.

Compliance (AU documentation → NZ approvals): See Schedule B.

Schedule A — Standard Inclusions (Building Kit)

- Buildings flat-packed for transport.
- Sections pre-cut, pre-drilled; includes all screws, nuts/bolts/washers, joiner and brace plates.
- Where fixing directly to a concrete pad (on-ground buildings), fixing plates, booker rods, and chemset-type adhesive are included.
- Step-by-step installation instructions; all items marked for easy reference.
- Covered veranda.
- External walls/roof: standard corrugated iron (colour selected by Customer).
- Translucent roof panels for added light (exceptions: cyclone areas; curved roofs; compact models).
- Stainless steel fixtures and fittings.
- Lockable lined doors with door closers.
- Internal wall lining with mini-corrugated iron (or equivalent) for ambulant/accessible cubicles only (colour selected by Customer).
- Skillion/mono-pitch roof profile.
- Stainless handrails & grated FRP balustrades to veranda for elevated buildings only.
- Generic Form 15 structural report (or equivalent; custom builds excepted).
- FRP/GRP frame, floor, stair assembly, ramps and transitions (high strength, lightweight, slip-resistant, corrosion/termite-resistant, low maintenance).
- Upgrades/options available for custom installations on request.

Schedule B — Compliance Notes (AU documentation → NZ approvals)

- WCTNZ® supplies professional building/engineering documentation prepared in Australia to assist NZ building consent; base sets are provided at the point of purchase or on confirmation of custom orders.
- Drawings rely on Australian design codes and require NZ certification (e.g., site-specific design, geotechnical inputs, foundations/anchorage, Producer Statements PS1/PS4) to demonstrate NZ Building Code compliance.
- Accessibility layouts follow AS/NZS 1428.1 for ambulant/accessible facilities.
- Unless otherwise agreed in writing, the Customer manages council approvals and engages NZ professionals; WCTNZ® can refer or coordinate compliance support by separate agreement.

Schedule C — Support & Confidence Statement (First 24 Months)

- The toilets supplied by WCTNZ® are designed to operate odourless under normal usage and maintenance.
- WCTNZ® Support (24 months from commissioning).
- Technical support for maintenance-related concerns.
- Web/phone assistance to approved cleaning and maintenance staff.
- Site visits by WCTNZ® staff if necessary (billed at standard site service rates).
- System/technology adjustment recommendations to improve performance.
- Conditions: Maintenance/cleaning must be completed as scheduled; misuse, neglect, or unauthorised modification voids support.