Terms of trade
For the Munkittrick & Co. Motor Group Limited trading as Mexted Motors. (Referred to as MEXTED MOTORS here forward)
And
Motor group Levin Ltd Trading as Levin KIA (Referred to as MEXTED MOTORS here forward)

Information Policy & Site Terms and Conditions

Information Policy

General

This MEXTED MOTORS Information Policy sets out MEXTED MOTORS policy in relation to information provided by, or in connection with, MEXTED MOTORS customers and inquiring customers (excluding trade customers) or their vehicles.

The Policy explains how MEXTED MOTORS will obtain, store and use information about or in connection with its customers, their vehicles, and goods and services provided or contemplated ("**Information**"), including "personal information" as defined in the Privacy Act 2020 ("**Personal Information**").

Customer agreement and authority

MEXTED MOTORS Customer's agreement and authority regarding Information will often be apparent or implied from the circumstances in which Information is obtained or provided. In any event, this Policy seeks to clarify the basis on which MEXTED MOTORS deals with Information.

In addition, in some cases MEXTED MOTORS may ask you to confirm your agreement and authority to the terms of this Policy – either orally or in writing (including by email, or by an email confirmation to you, or by signing MEXTED MOTORS documents that refer to the Policy). Sometimes MEXTED MOTORS may seek specific authority regarding certain information.

Information about you and your vehicle

MEXTED MOTORS obtains information about customers and/or their vehicle(s), or prospective vehicle(s), parts or other arrangements, from the following sources:

- the customer(s);
- other parties, including the vehicle manufacturer or distributor, and in some cases from your finance company, bank or lender;
- searches of external registers, including but not limited to Chassis Checks (checking vehicle serial and registration numbers), Personal Property Securities Register (PPSR) searches, and (when authorised) through Vehicle Information Reports (VIR's) (from an industry provider such as, but not limited to MotorWeb), and in some cases from credit agencies or similar; and
- searches of the Motor Vehicle Register (MVR), to the extent allowed by the Authorised Access to the Motor Vehicle Register (Motor Vehicle Traders) Notice 2011 (MVT Notice).

Authority to obtain, retain and store information for various purposes

When MEXTED MOTORS Customers (or others on their behalf) provide to MEXTED MOTORS any Information about the customer, their vehicle, associated goods or services, or related information,

in connection with a customer inquiry or transaction MEXTED MOTORS will assume (in line with industry practice) that, unless advised otherwise by the customer, the customer is at least authorising MEXTED MOTORS to:

- retain that information for the purposes of dealing with, and as part of the business record of, the current inquiry transaction; and
- retain information provided or obtained in the context of a sale, purchase, service, parts, repairs or related transaction as business records, and for the purposes of any subsequent sale, purchase, service, parts or repair transaction in relation to the vehicle(s) the inquiry/transaction involved, and for any lawful statutory or regulatory purpose, including responding to any inquiry by a government agency.

Any Information, including a full vehicle service history and any documents confirming or limiting the scope of MEXTED MOTORS's authority, will be obtained, stored and used for each of the following purposes (where relevant):

- Buying, selling, repairing, servicing, or providing parts for any vehicle;
- Any inquiries MEXTED MOTORS wishes to make related to such transactions or prospective transactions (including assessing whether the MEXTED MOTORS Customer is or is authorised by the lawful owner, or what finance is owing regarding a vehicle);
- Directly or indirectly dealing with any safety recall or service campaign, or communicating with MEXTED MOTORS Customers regarding MEXTED MOTORS goods or services, including related advertising;
- Answering any inquiries regarding a vehicle's service history by customers, or any subsequent current owner of the vehicle, or any prospective owner that has the current owner's authority;
- Providing administrative or other assistance to customers regarding any application for finance, and/or providing any information that any lender or prospective lender (identified by a customer) might lawfully require, in relation to any finance regarding any transaction between you and MEXTED MOTORS;
- Relaying Information to the manufacturer or distributor of a vehicle (or their successors and assigns) that they reasonably (and lawfully) require, including but not limited to, all vehicle/specification details, and information regarding vehicle ownership and service history; and
- Answering any lawful queries by any lawful authority (including any manufacturer, distributor or relevant government agency), regarding any matter relating to a vehicle owned (or formerly owned) by MEXTED MOTORS or a customer, for any lawful purpose and for any purpose required by law.

If MEXTED MOTORS wishes to obtain a VIR before carrying out a repair, providing parts, or providing services, or some other report (such as a Credit Check) before completing a transaction, a member of the MEXTED MOTORS team will before any such report is obtained: (i) inform the MEXTED MOTORS Customer that MEXTED MOTORS requires a VIR or other report; (ii) obtain confirmation of the MEXTED MOTORS Customer's specific authority to obtain such a report; and (iii) confirm such specific authority in writing (including by email).

MEXTED MOTORS reserves the right (at its sole discretion) not to agree to proceed with a transaction with a MEXTED MOTORS Customer, based on any Information that it holds (including any reports obtained with specific authority), or if a MEXTED MOTORS Customer will not provide authority to obtain a requested report.

If MEXTED MOTORS obtains Information pursuant to the MTV Notice then MEXTED MOTORS will not (without the customer's further authority) use that Information for any other purpose other than as specified in the MTV Notice, but for the avoidance of any doubt MEXTED MOTORS LT Dassumes that its customers authorise MEXTED MOTORS to retain and store such information for, and as a record of, the use of that information for any lawful specified purpose.

The scope of Personal Information and Customer Authority

For the purposes of this Policy, and to the extent permissible by law: information directly related to the identity of the Customer, or personal information directly about the MEXTED MOTORS Customer, such as a customer's name, address or contact details

- The Policy assumes that Personal Information (as defined in the Privacy Act 2020) is any, and that it does not include information relating to a customer's vehicle (when that information is not connected or linked to the customer's name/identity/contact details);
- If a MEXTED MOTORS Customer's authority has not been expressly obtained in accordance with this Policy that will not affect any other existing (express or implied) authority MEXTED MOTORShas in relation to the collection of information (including Personal Information); and
- MEXTED MOTORS is entitled to obtain, store and use information that is not Personal Information (such as information relating to a customer's vehicle's service history), and may, without any further express customer authority, use Personal Information where MEXTED MOTORS reasonably believes that the use is necessary to prevent or lessen a serious threat to public health or safety, or the life or health of any individual.

Queries, and changes to this Policy, and the MEXTED MOTORS Customer Authority

If you have any questions or queries in relation to MEXTED MOTORS Policy then please direct any queries to our Dealer Principal, or seek independent legal advice.

The terms and conditions of this policy are subject to change from time to time in accordance with legislation and industry practice, and will include any variations to the MEXTED MOTORS Policy comprised in any updated MEXTED MOTORS Policy which appears on MEXTED MOTORS's website (to the extent permitted by law).In accordance with the Privacy Principles in the Privacy Act 2020, customers are entitled to access copies of any Personal Information that MEXTED MOTORS holds about them, and to request correction/deletion of their personal information.

Please direct any communications regarding the scope of MEXTED MOTORS's authority, or in relation to Personal Information, in writing (email will suffice) to MEXTED MOTORS's Dealer Principal, or alternatively to the Manager of the Branch you are dealing with. We will endeavour to respond in accordance with any relevant statutory time requirements, and in any event within 10 working days.

Website terms and conditions

MEXTED MOTORS Website Terms and Conditions

MEXTED MOTORS reserves the right to change any or all of the information contained on MEXTED.co.nz at any time and you should constantly check the current terms and conditions.

We reserve the right to alter prices for any reason. We are not responsible for any typographical errors or inaccuracies set forth in this website. The information, prices and promotions set forth on this site are subject to change without notice.

MEXTED MOTORS attempt to be as accurate as possible in describing products detailed on this site. However, MEXTED MOTORS does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. Please check with MEXTED MOTORS for the current status of all listed vehicles and clarification on promotions.

Trade In Valuation Terms & Conditions

Definitions

Website – the information and functionality housed at MEXTED.co.nz
Vehicle – a New or Used vehicle listed for sale by MEXTED MOTORS
Estimate – a valuation (provided online or otherwise) that indicates the value of your vehicle in relation to the purchase of a Vehicle.

1. ESTIMATE AND PRICE

- To begin the Estimate process, you will need to access the Website and provide MEXTED MOTORS with certain information about your Vehicle (the "**Online Estimate Process**"). The Online Estimate Process can be entered from any used car listing on the Website.
- On completion of the Online Estimate Process, an Estimate will be provided to you via email. Alternatively, please visit MEXTED MOTORS(145-151 Main Road Tawa, Wellington) where we will be able to assist you. By completing the Online Estimate Process you give MEXTED MOTORS permission to request a Vehicle Information Report from an industry provider such as, but not limited to MotorWeb.
- All Estimates (and (if applicable) any subsequent purchase of your Vehicle) will be subject to these Terms and Conditions and shall be based on the information you provide at the time you complete the Online Estimate Process.
- Any incorrect or misleading information which you provide, will result in an inaccurate Estimate, which will be considered as void and withdrawn by MEXTED MOTORS. Where information is incorrect, you must advise MEXTED MOTORS as soon as possible and/or when requested by MEXTED MOTORS to do so.
- From the date on which MEXTED MOTORS sends or otherwise provides you with the Estimate, it shall be valid until the date 7 (seven) days from the Estimate.
  If 7 (seven) days have expired since the Estimate (without the sale of the Vehicle or a Vehicle inspection occurring) you will be required to complete the Online Estimate Process again or visit MEXTED MOTORS.
- The Estimate is provided strictly on a "Subject to Contract" basis and MEXTED MOTORS has the absolute right to withdraw the Estimate at any time without any legal consequence or liability to you. The Estimate does not constitute an offer from Brendan Foot Supersite to purchase the Vehicle.

- MEXTED MOTORS accepts no liability whatsoever for any Estimate provided which may include any unintentional/typographical mistakes or errors on MEXTED MOTORS's part or by any systems failure. If a mistake has been made, please notify MEXTED MOTORS at its customer care centre at 145-151 Main Road, Tawa, Wellington as soon as possible so that the mistake can be corrected and (where necessary) a revised Estimate provided.
- All prices given in the Estimate or the revised Estimate under **clause 2.2** will be in New Zealand Dollars only and inclusive of GST.

2. VEHICLE INSPECTION

A revised Estimate may be necessary where, as a result of the inspection in accordance with **clause 2.1**:

- the Vehicle does not correspond with the information you provided during the Online Estimate Process;
- the Vehicle's condition has a significant impact on its Estimate;
- the mileage information provided by you during the Online Estimate Process has increased significantly from the date MEXTED MOTORS provided the Estimate to the date of the inspection;
- the Vehicle is found to have mechanical defects;
- MEXTED MOTORS becomes aware of other factors which you did not disclose during the Online Estimate Process but which have an impact on the Vehicle's Estimate.

Should you decide not to proceed with the sale of the Vehicle to MEXTED MOTORS immediately following the inspection referred to in **clause 2.1**, you will not be able to apply the sum in the Appraisal Form towards your new vehicle and you shall remain fully liable and responsible for payment of the deposit for your new vehicle (if applicable).

3. BASIS OF CONTRACT

No binding contract will be created between MEXTED MOTORS and you until all of the following have been completed:

- you have received an Estimate (or as the case may be, a revised Estimate) from MEXTED MOTORS confirming the purchase price MEXTED MOTORS shall pay you in relation to your Vehicle;
- MEXTED MOTORS has undertaken an on-site or at home Estimate and inspection and you have signed or otherwise signified your acceptance of the Sales Invoice in accordance with **clause 2.1**;
- the Vehicle and Vehicle Documentation have been left with MEXTED MOTORS; and

For the avoidance of doubt, the Sales Invoice shall constitute an 'offer' from MEXTED MOTORS to purchase the Vehicle from you on these Terms and Conditions and for the price set out in the Estimate (or revised Estimate as the case may be). In signing or taking other steps to signify your acceptance of The Sales Invoice, you signify your acceptance of the Estimate and all terms therein, including these Terms and Conditions, and at that point you acknowledge that you shall enter into a legally binding contract with MEXTED MOTORS in relation to the purchase of the Vehicle.

4. ACCOUNTS

The terms of payment are for full payment no later than the 20th of the month following the month of invoice(s) of purchase(s). Cash sales are to be paid on full at the time the good or service is provided to the customer.

All property purchased on credit remains the property of the vendor until full payment for the property is made. The vendor is granted permission from the purchaser to retrieve any property that has not been paid for in full by the agreed due date. All costs and liabilities incurred by the vendor in recovering any property will be paid by the purchaser(s). The purchaser(s) indemnify the vendor and/or the vendor's agents against all liability and actions arising from the recovery of overdue accounts, or the repossession of the vendor's goods.

The vendor accepts no liability whatsoever for any claim arising from the sale of the vendor's property or services. The purchaser(s) rely solely on their own judgement as to the suitability of goods or services prior to ordering such goods or services from the vendor.

If the terms of payment are not met we reserve the right to assign the debt to collection agencies. Purchaser will pay to the vendor all costs associated with the collection of overdue accounts including interest at 2.0% per calendar month of the overdue amount(s).

Any other party may provide to you, the vendor, such information you may require to assess this application and/or subsequent account(s) from time to time.

The vendor may provide to any other party who request of you details of this application and/or any subsequent account(s) from time to time.

The vendor may stop the credit for this account for any reason whatsoever.

Any goods being returned for credit must be returned to the vendor's dispatching address in the same saleable condition as when they were originally dispatched, no later than fourteen (14) days of first receiving the goods.

Any dispute of any invoice must be made in writing and received by the vendor within fourteen (14) days of receipt of such invoice.

In the event of faulty goods or services being supplied by the vendor, the vendor's total liability shall not exceed the replacement of such goods or services or the refund of the invoiced cost of such goods or services.