

Terms & Conditions of Sale - Australia & New Zealand

Last updated: 26 August 2025

Default Title

1. Terms of contract

Any Goods supplied by us to you shall be subject to these Terms unless we agree in writing to change them. If you accept Goods from us, that action by you will be deemed to be acceptance of these Terms, despite anything that may be stated to the contrary in your enquiries or your order.

2. Price

2.1 The price for Goods will be either as quoted to you in writing or, if no written quotation is provided, as set out in our standard price list applying at the time of delivery.

2.2 Quotations will remain valid for a period of 30 days from the date of such quotation. We may withdraw a quotation before an order in respect of the relevant quoted Goods is accepted by us in accordance with clause 4.

2.3 Unless otherwise agreed in writing or as set out in a relevant quotation, all prices are exclusive of transport, freight, insurances, duties, levies, taxes, packing, crating or storage recovery, and other rates and charges (including bank charges) in respect of the Goods. These will be charged at the rates applying at the time of delivery.

2.4 Prices quoted are based on materials being available when required, and any increase due to necessary substitution of other materials will be charged to you. We will notify you of any such price increase.

3. Payment

3.1 Unless we have agreed in writing to extend credit to you, you must pay for Goods in full before delivery.

3.2 Where we have agreed in writing to extend credit to you, you must pay for Goods in full, without deduction or set off, within 30 days of the end of the month of invoice. Your payment is only accepted by us upon the receipt of cleared funds in our bank account.

3.3 If full payment for the Goods is not made by the due date, then without prejudice to any other rights or remedies available to us, at our election:

(a) we may cancel or suspend the delivery of further Goods;

(b) we may charge interest on overdue monies on a daily basis at 5% per annum above the current overdraft rate charged by our bankers at that time, and interest shall continue to accrue both before and after judgment;

(c) you will be responsible for all costs (including legal costs on a solicitor/client basis) incurred by us in recovering such monies;

(d) we may supply information about the default for publication on any credit agency's database;

(e) where we have agreed in writing to extend credit to you, we may decline to extend further credit to you and require payment in cash before delivery of any further Goods; and

(f) any discount offered to you will be deemed to be withdrawn, and you will be liable for the full invoice price.

3.4 We may accept and apply payments from you in respect of any indebtedness, and we will not be bound by any conditions or qualifications attaching to the payments.

3.5 Where we have agreed to extend credit to you, we may, from time to time at our discretion, vary your credit limit with us or close inactive accounts. If a purchase of Goods would exceed your current credit limit, we may require payment in cash of the excess before delivery of them.

3.6 Despite clauses 3.1 and 3.2 above or any agreement to the contrary, all payments shall become immediately due and payable if we reasonably believe that the information which you have given us in your credit application is not correct or no longer correct, or if you breach these Terms or default under any agreement with us (and in the case of any default which may be remedied, fails to remedy the same within 7 days of receiving notice specifying the default), become insolvent or commit any act of bankruptcy, a receiver, liquidator or statutory manager is appointed over any of your assets or undertaking or you make or attempt to make an arrangement or composition with your creditors.

3.7 Special order and custom-made products require additional upfront payment. This includes a 50% deposit when the order is placed, and the balance prior to dispatch.

4. Acceptance of an order

An order shall become binding upon us only when we accept the order in writing. Order forms and other documents you provide to us as confirmation of orders previously placed must be clearly marked with the words "confirmation". Confirmation documents so marked will be treated as original orders.

5. Title

5.1 Title in the Goods will remain with us until we have received full payment, in cash or cleared funds, of all monies owing by you to us in respect of the relevant Goods.

5.2 Until all such monies have been paid:

a) you will keep the Goods separate from any other goods in your possession, and properly stored, protected and insured, and identified as our property;

b) you must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in the NZ PPSA 1999 and/or AU PPSA 2009 (as applicable depending on where you reside)) in the Goods other than with the express written consent of us;

c) all sums received from any insurance claim made in respect of loss of or damage to the Goods shall be treated as if they were proceeds of sale and held by you on the same terms as those set out in clause 5.2(d) below, and you will also hold on trust for us and, if required by us, forthwith assign to us the benefit of any insurance claim made in respect of the Goods;

d) if the Goods are mixed with, or incorporated or processed by you into other goods, those other goods shall be separately stored and marked so as to be identifiable as being made from or with the Goods and you will notify us of the location of such goods;

e) where the Goods are sold to you as inventory for resale, we authorise you to resell them in the normal course of your business at full market value, provided that

(i) the resale shall be as principal in relation to your sub-buyer but, as between you and us, you will sell as our fiduciary agent and bailee;

(ii) you hold the proceeds of the resale on trust for us, and pay them into a separate bank account without mixing them with other monies;

(iii) you shall not represent to any third parties that you are in any way acting for us and we will not be bound by any contracts with third parties to which the you is a party; and

(iv) you shall hold any claim against any third party sub-purchaser on trust for us;

f) you must not lease, hire, bail or give possession ('sub-hire') of the Goods to anyone else unless we (in our absolute discretion) first consent in writing. Any such sub-hire must be in writing in a form acceptable to us and must be expressed to be subject to our rights under this agreement. You may not vary a sub-hire without our prior written consent (which may be withheld in its absolute discretion). If we consent to the sub-hiring of the Goods, you must ensure that we are provided, at all times, with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Goods;

g) we may, at any time, require you to deliver the Goods (which have not been resold) to us and, if you fail to do so forthwith, our employees and agents may enter any premises where the Goods might be stored and recover them, and you agree to indemnify us, on demand, against any costs, loss or liability incurred by us in our exercise of this right (including legal costs on a full indemnity basis). Our rights under this clause are in addition to and not in derogation from our rights under Part 9 of the NZ PPSA 1999 or Chapter 4 of the AU PPSA 2009 (as applicable depending on where you reside), save to the extent that there is any inconsistency between our rights under this clause 5.2(e) and any of Part 9 of the NZ PPSA 1999 or Chapter 4 of the AU PPSA 2009 (as applicable), this clause prevails; and

h) you will keep records of any Goods owned by us.

6. Risk and delivery

6.1 Delivery of the Goods will take place when they are received by a carrier for delivery to you, or the time they are received by you or your agent, whichever is earlier. When you ask us to deliver Goods directly to another person, that person takes possession of the Goods for you as your agent.

6.2 We will make every effort to ensure delivery of Goods is on time. However, we will not be liable to you for any failure to deliver on a specified date or within a specified period, however that failure was caused. If you wish to postpone the requested date for delivery of Goods ordered, you must notify us in writing prior to the Goods departing from the facility. Without limitation to the earlier provisions of this clause 6.2, any alteration to the delivery date will be deemed to be accepted by us when we re-acknowledge your order. You will be responsible for meeting our reasonable costs for storage of the Goods until the new delivery date; such storage costs to be charged at the rates applicable at the time you notify us of your request to delay delivery.

6.3 Without limiting clause 6.2, we will not be liable for the failure to deliver or complete any order where such failure is occasioned by Act of God, fire, accident, war, strike, lock-out, shortage of labour, lack of skilled labour, breakdown of plant, non-delivery of raw materials, difficulty in procuring components or materials, delays by suppliers or sub-contractors, delays in transit, delays by you, legislative governmental or other prohibitions or restrictions, or any other events of any kind whatsoever which are beyond our control.

6.4 Risk in respect of the Goods will pass to you, on delivery in accordance with clause 6.1 above.

6.5 All claims for shortages or delivery damage must be made to us within 48 hours after delivery. No claim will be accepted if you have signed a delivery docket or otherwise confirmed that the Goods were received in good condition.

7. Returns and cancellation

7.1 Subject to clause 8, we do not ordinarily accept returns of goods and any returns will be at our sole discretion (acting reasonably). If we agree to the return, you will be issued a credit, if the Goods are received in the same condition as they were delivered to you and you comply with any returns procedures notified by us. Returned Goods will be subject to a restocking fee (the greater of \$20 or 20% of your current purchase price of the Goods), any freight charges, and any deduction for damage and missing componentry (including packaging). The total amount will be deducted from the amount credited to you for the returned Goods. Custom-made, made-to-order, or Goods procured to your order are subject to a 100% restocking fee.

7.2 Unless otherwise notified by us to you, we will arrange the collection and transport of any Goods returned to us under this clause 7. The costs associated with such collection and transportation will be deducted from the credit we issue to you, in accordance with clause 7.1. We will be entitled to inspect the condition of the Goods upon collection or upon arrival of the Goods. Our assessment of the condition of the Goods will be conclusive. No responsibility is accepted by us for items lost or damaged in transit during return to us.

7.3 You may not cancel an order for Goods, wholly or partly, once it has been accepted by us unless we have agreed in writing. As a condition of giving our consent, we may require reimbursement of reasonable costs (including materials, handling fees and labour) incurred by us in connection with the order up to the date of our consent.

7.4 In addition to our rights under clause 3.3(a) above, we may, by written notice to you, cancel or suspend an order for Goods, wholly or partly and without liability to you, in any of the circumstances set out in clause 3.6 above or if fulfilling the order becomes impractical or uneconomic due to any cause beyond our control.

8. Consumer Guarantees Act 1993 and Fair Trading Act 1986 (New Zealand) and Competition and Consumer Act 2010 (Cth) (Australia)

8.1 If you reside in New Zealand:

(a) If the CGA applies, these Terms shall be read subject to your rights under the CGA.

(b) Where you are acquiring the Goods for the purpose of a business (as provided in sections 2 and 43 of the CGA):

(i) the CGA shall not apply; and

(ii) if, and to the extent that, it is permissible to contract out of the FTA, you agree that nothing in sections 9, 12A, 13 and 14(1) of the FTA shall apply.

(c) Where clause 8.1(b)(i) above applies and you are acquiring the Goods for the purposes of resale, your terms of trade applying to the resale (and, if your customers acquire the Goods for the purposes of resale, their terms of trade and the terms of trade of each other person in your distribution chain) must include a provision having the same effect as that clause. You agree to indemnify us, on demand, against any liability under the CGA as a result of any failure by you, your customers or any other person in your distribution chain to include such a provision.

(d) We do not undertake that repair facilities and parts will be available for the Goods and, accordingly, section 12 of the CGA shall not apply.

8.2 If you reside in Australia:

(a) If the CCA applies, these conditions, warranties and disclaimers are subject to the rights and remedies, which you have under the CCA, and shall apply to the extent not otherwise expressly excluded by such legislation.

(b) Our goods come with a guarantee that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or a refund for a major failure and compensation for any other reasonably foreseeable loss and damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(c) These Terms shall be read and construed having regard to the Australian Consumer Law. You acknowledge and agree that SKOPE is entitled to give effect to and rely upon these Terms to the maximum extent permitted by the Australian Consumer Law.

9. Warranties and liability

9.1 We warrant that the Goods will comply with the terms of the Warranty applicable to the particular Goods as published on our website at the time of acceptance of your order. Your remedy for a breach of the Warranty will be as outlined in the terms of the Warranty.

9.2 We reserve the right to vary the terms of the Warranty from time to time by publishing revised terms on our website.

9.3 To the fullest extent permitted by law:

(a) our liability under these Terms is in substitution for, and to the exclusion of, all other warranties, representations, conditions or obligations imposed or implied by law, statute or otherwise in relation to the Goods (including, without limitation, under the CGA and CCA); and

(b) all liability for any other direct or indirect cost, loss, liability or damage (including special or consequential loss or loss of profits) of any kind is expressly excluded.

9.4 To the maximum extent permitted at law, we are not liable to the customer for any Consequential Loss sustained or incurred by you arising out of or in connection with these terms or a contract. For the purposes of this clause, Consequential Loss means loss of profit, loss of opportunity, loss of goodwill, damage to business reputation, loss of revenue, loss of contracts, liquidated sums, penalties, losses or damages under any contracts or agreements other than these terms, business interruption or any other similar loss but does not include any loss or damage that may fairly and reasonably be considered to arise naturally, that is according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.

10. Personal Property Securities Act 1999 (New Zealand) and Personal Property Securities Act 2009 (Cth) (Australia)

10.1 You acknowledge and agree that, by accepting these Terms, you grant us a security interest over the Goods and their proceeds (by virtue of the retention of title in clause 5 above).

10.2 You undertake to:

- (a) do all acts and provide us on request all information we require to register a financing statement or financing change statement on the Personal Property Securities Register (either in Australia or New Zealand depending on where you reside);
- (b) advise us immediately in writing of any proposed change in your name or other details on the Personal Property Securities Register; and
- (c) in the instance where Goods are sold or sub-hired to a third party, take all steps including registration under the NZ PPSA 1999 and/or the AU PPSA 2009 (as applicable depending on where you reside) as may be required to:
 - (i) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the NZ PPSA 1999 and/or the AU PPSA 2009 (as applicable depending on where you reside);
 - (ii) enabling you to gain (subject always to the rights of use) first priority (or any other priority agreed to by us in writing) for the security interest; and
 - (iii) enabling us and you to exercise their respective rights in connection with the security interest.

10.3 You:

- (a) waive your right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest;
- (b) waive your rights and, with our agreement, contract out of your rights:
 - (i) if you reside in New Zealand, under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the NZ PPSA 1999; and
 - (ii) if you reside in Australia, undersections 95, 118, 121(4), 123(2), 125, 128, 129(2), 130, 132(3)(d), 132(4), 135, 142 and 143 of the AU PPSA 2009 (if applicable); and
 - (c) if you reside in New Zealand, agree that nothing in sections 114(1)(a), 133 and 134 of the NZ PPSA 1999 shall apply to these Terms and, with our agreement, contract out of such sections.

10.4 Unless the context otherwise requires, the terms and expressions used in this clause 10 have the meanings given to them in, or by virtue of, the NZ PPSA 1999 and/or the AU PPSA 2009 (whichever is applicable depending on where you reside).

11. Privacy Act 2020 (NZ) and Privacy Act 1988 (Cth)

11.1 You and any Guarantor (if relevant) authorise us to collect and hold personal information from any source we consider appropriate to be used for identification, credit, administration, service and marketing purposes. You and any Guarantor (if relevant) further authorise us to disclose personal information held by us for these purposes to any other person.

11.2 If any personal information required by us is not provided, we may not be able to provide the requested credit and/or supply Goods to you.

11.3 You authorise any person or company to give us information that we may require in response to our credit and other enquiries. You understand that this information can include any information about your and any Guarantor's credit worthiness, credit standing, credit history or credit capacity that credit providers are permitted to give or receive from each other under the NZ Privacy Act 2020 and/or the AU Privacy Act 1988 (as applicable depending on where you reside).

11.4 You and any Guarantor (if relevant) understand that they have a right of access to, and may request correction of, personal information held by us about you.

11.5 Where used in this clause 11, the word "you" includes your directors and shareholders.

11.6 Our Privacy Policy (<https://www.skope.com/assets/Uploads/SKOPE-Privacy-Policy.pdf>) contains further details of how we collect and use personal information, and forms part of these Terms. Please refer to our Privacy Policy for further details.

12. Intellectual property

12.1 Neither we nor our suppliers transfer to you any right, title or interest in any copyright, trade marks, patents or other intellectual property rights in or relating to the Goods.

12.2 You warrant that any designs, drawings or specifications which you provide to us will not infringe any intellectual property rights of any third party, and you agree to indemnify us, on demand, against any liability we may suffer as a result of our use of those designs, drawings and specifications.

13. Guarantee

13.1 The Guarantor/s jointly and severally unconditionally guarantee to us the due and punctual payment by you of all outstanding monies including but not limited to the account balance, interest and collection costs owing by the you to us.

13.2 The liability of the Guarantor/s shall not be affected by the granting of time, credit or any indulgence or other concession to you or to any person giving any similar guarantee. This guarantee is to be a continuing guarantee and shall remain in force until released in writing by us.

13.3 We may as regards a Guarantor/s determine from time to time not to enforce the guarantee and may from time to time make any arrangement or compromise with the Guarantor/s without such compromise affecting in any way the obligations of Co-Guarantor/s.

13.4 This guarantee shall apply to the final balance owing by you to us and until all the monies guaranteed have been paid in full we shall have priority over the Guarantor/s in respect of any bankruptcy or liquidation by you.

13.5 If any payment made to us by you or on your behalf is avoided by law such payment shall not be deemed to have discharged or affected the liability of the Guarantor/s.

13.6 This guarantee is in addition to and not in substitution for any other security or right which we may have in respect to your indebtedness and may be enforced against the Guarantor/s without first having recourse to any such securities or rights and without taking steps or proceedings against you.

13.7 As between the Guarantor/s and us the liability of the Guarantor/s shall be deemed to be that of principal debtor.

13.8 As a separate and independent provision the Guarantor/s hereby agrees to keep us fully indemnified against all damages, losses, costs and expenses arising from any failure of you to pay the monies hereby granted.

14. General terms

14.1 Amendments: We may amend these Terms from time to time by publishing amended Terms on our Website.

14.2 Waiver: No delay or failure by us to exercise our rights under these Terms operates as a waiver of those rights. A partial exercise of those rights does not prevent their further exercise in the future.

14.3 Severability: If a court decides that part of these Terms is unenforceable, the part concerned shall be deleted from the rest of these Terms, which will then continue in force.

14.4 Law: These Terms will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have non-exclusive jurisdiction in respect of all matters between us, unless you reside in Australia, in which case, the laws of the State of New South Wales shall apply and the State of New South Wales Courts shall have non-exclusive jurisdiction in respect of such matter or thing arising under these Terms.

15. Defined terms and interpretation

15.1 In these Terms, the following words have the following special meanings:

"Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 of the CCA and any corresponding provisions of state or territory fair trading legislation in Australia;

"CCA" means the Competition and Consumer Act 2010 (Cth) (Australia);

"CGA" means the Consumer Guarantees Act 1993 (New Zealand);

"FTA" means the Fair Trading Act 1986 (New Zealand);

"Goods" means (i) all refrigeration products and other goods supplied by us to you at any time, including spare parts, and includes any goods described by item or kind on any relevant order form, packing slip or invoice, on the basis that each such order form, packing slip or invoice shall be deemed to be incorporated in and form part of these Terms and (ii), except where the context otherwise requires, all services supplied by us to you at any time, whether in conjunction with the supply of goods or otherwise;

"Guarantor" means anyone named as a guarantor on your credit application;

"our website" means the SKOPE website from time to time published at <https://www.skope.com>;

"NZ PPSA 1999" means the Personal Property Securities Act 1999 (New Zealand);

"AU PPSA 2009" means the Personal Property Securities Act 2009 (Cth) (Australia);

"Terms" means these terms and conditions of sale, including the Warranty (as amended from time to time) and Privacy Policy;

"Warranty" means the warranty applicable to the relevant Goods as published on our website (as amended from time to time);

"we", "our", "us" means SKOPE Industries Limited, SKOPE Services Limited, SKOPE Finance Limited, SKOPE Australia Pty Limited and any of their related companies (as defined in the Companies Act 1993 (New Zealand)) and/or their related bodies corporate (as defined in the Corporations Act 2001 (Cth) (Australia)) (as the case may be) from time to time; and

"you" means the customer named in the attached credit application order form or in an invoice for Goods.

15.2 For convenience, these Terms have been grouped under different headings, but the headings do not affect the meaning of these Terms.

15.3 In these Terms references to any law include any changes to that law which are in force from time to time.

[PRIVACY POLICY >](#)

12. Intellectual property

12.1 Neither we nor our suppliers transfer to you any right, title or interest in any copyright, trade marks, patents or other intellectual property rights in or relating to the Goods.

12.2 You warrant that any designs, drawings or specifications which you provide to us will not infringe any intellectual property rights of any third party, and you agree to indemnify us, on demand, against any liability we may suffer as a result of our use of those designs, drawings and specifications.

13. Guarantee

13.1 The Guarantor/s jointly and severally unconditionally guarantee to us the due and punctual payment by you of all outstanding monies including but not limited to the account balance, interest and collection costs owing by the you to us.

13.2 The liability of the Guarantor/s shall not be affected by the granting of time, credit or any indulgence or other concession to you or to any person giving any similar guarantee. This guarantee is to be a continuing guarantee and shall remain in force until released in writing by us.

13.3 We may as regards a Guarantor/s determine from time to time not to enforce the guarantee and may from time to time make any arrangement or compromise with the Guarantor/s without such compromise affecting in any way the obligations of Co-Guarantor/s.

13.4 This guarantee shall apply to the final balance owing by you to us and until all the monies guaranteed have been paid in full we shall have priority over the Guarantor/s in respect of any bankruptcy or liquidation by you.

13.5 If any payment made to us by you or on your behalf is avoided by law such payment shall not be deemed to have discharged or affected the liability of the Guarantor/s.

13.6 This guarantee is in addition to and not in substitution for any other security or right which we may have in respect to your indebtedness and may be enforced against the Guarantor/s without first having recourse to any such securities or rights and without taking steps or proceedings against you.

13.7 As between the Guarantor/s and us the liability of the Guarantor/s shall be deemed to be that of principal debtor.

13.8 As a separate and independent provision the Guarantor/s hereby agrees to keep us fully indemnified against all damages, losses, costs and expenses arising from any failure of you to pay the monies hereby granted.

14. General terms

14.1 **Amendments:** We may amend these Terms from time to time by publishing amended Terms on our Website.

14.2 **Waiver:** No delay or failure by us to exercise our rights under these Terms operates as a waiver of those rights. A partial exercise of those rights does not prevent their further exercise in the future.

14.3 **Severability:** If a court decides that part of these Terms is unenforceable, the part concerned shall be deleted from the rest of these Terms, which will then continue in force.

14.4 **Law:** These Terms will be interpreted in accordance with and governed by the laws of New Zealand, except where mandatory Australian laws apply, and the New Zealand Courts will have non-exclusive jurisdiction in respect of all matters between us.

14.5 **United Nations Convention for Sale of Goods:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale and purchase of the Goods.

15. Defined terms and interpretation

15.1 In these Terms, the following words have the following special meanings:

"**Australian Consumer Law**" means the Australian Consumer Law set out in Schedule 2 of the CCA and any corresponding provisions of state or territory fair trading legislation in

Australia;

"**CCA**" means the Competition and Consumer Act 2010 (Cth) (Australia); "CGA" means the Consumer Guarantees Act 1993 (New Zealand); "FTA" means the Fair Trading Act 1986 (New Zealand);

"**Goods**" means (i) all refrigeration products and other goods supplied by us to you at any time, including spare parts, and includes any goods described by item or kind on any relevant order form, packing slip or invoice, on the basis that each such order form, packing slip or invoice shall be deemed to be incorporated in and form part of these Terms and

(ii), except where the context otherwise requires, all services supplied by us to you at any time, whether in conjunction with the supply of goods or otherwise;

"**Guarantor**" means anyone named as a guarantor on your credit application;

"**our website**" means the SKOPE website from time to time published at <https://www.skope.com>;

"**PPSA 1999**" means the Personal Property Securities Act 1999 (New Zealand);

"**PPSA 2009**" means the Personal Property Securities Act 2009 (Cth) (Australia);

"**Terms**" means these terms and conditions of sale, including the Warranty (as amended from time to time) and Privacy Policy;

"**Warranty**" means the warranty applicable to the relevant Goods as published on our website (as amended from time to time);

"**we**", "**our**", "**us**" means SKOPE Industries Limited, SKOPE Services Limited, SKOPE Finance Limited, SKOPE Australia Pty Limited and any of their related companies (as defined in the Companies Act 1993 (New Zealand)) or related bodies corporate (as defined in the Corporations Act 2001 (Australia)) from time to time; and

"**you**" means the customer named in the attached credit application order form or in an invoice for Goods.

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15.3 In these Terms references to any law include any changes to that law which are in force from time to time.

Contact Us

If you have any questions or comments regarding these Terms and Conditions please contact us.

[CONTACT US >](#)

Customer Experience

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