

**INDIS NZ LIMITED**  
**300 Richmond Road**  
**Grey Lynn**  
**Auckland**  
**(09) 426 2610**

## **TERMS & CONDITIONS OF TRADE**

1. **ACCEPTANCE** By placing an order with us, you accept these terms and conditions, despite anything stated to the contrary on your order, terms and conditions of purchase or similar document.

2. **PAYMENT** Unless otherwise agreed payment is due on the 20<sup>th</sup> of the month following receipt of goods. Without prejudice to its rights to sue for payment or exercise any other remedy where any payment is not made on the due date Indis NZ may:

A: Re-invoice the goods at the then current full retail price; and

B: Charge the customer interest on the amount outstanding at the rate of 3% per month calculated daily from the due date of payment until payment is received by the company.

The customer agrees that if the customer defaults in paying any account the customer shall pay on demand all costs, charges and legal expenses (including costs between solicitor and own client) and including any collection costs incurred by Indis NZ in recovering payment from the customer.

3. **PRICES** Unless otherwise advised prices are shown exclusive of GST and quoted are on an "ex warehouse" basis and freight charges are in addition to any price for goods. Indis NZ prices are subject to alteration without notice and the price payable by the customer for the goods shall be the price agreed between Indis NZ and the customer or in the absence of such agreement the price prevailing at the date the goods are despatched. The customer should confirm prices before ordering.

4. **DELIVERIES** The customer must notify Indis NZ if the customer does not receive any order within 7 working days of the order being given by the customer to Indis NZ. This is to enable Indis NZ to re-supply the order and contact the freight company concerned in order to process a claim within the courier's claim period. If the customer fails to give notice within such period then Indis NZ may require the customer to pay for the goods even if the goods have not been received by the customer. Any delivery times provided by Indis NZ are estimates made in good faith and are not a commitment or a binding contract to deliver by a specified time and Indis NZ is not bound by such estimates.

## **5. RETURNS**

A: Goods will only be accepted for credit if returned in accordance with these conditions and are returned within 14 days of the date of delivery accompanied by a request for credit quoting the original invoice/packing slip number, the purchase order number, date and reason for return.

B: Prior notification of the return of goods is required and the acceptance of such goods does not imply an agreement to issue a credit note.

Returns are subject to inspection and approval and will attract a handling and restocking charge calculated at between 8% - 15% of the invoiced amount. Freight will be at the expense of the customer unless the goods were supplied incorrectly.

No credit will be allowed for:-

A: Goods which have been specially produced

B: Goods which are specially manufactured to the specifications of the customer.

C: Goods which have been used, recycled, modified or damaged.

6. **WARRANTIES AND LIMITATION OF LIABILITY** Indis NZ does not warrant that any goods are fit for particular purpose. Unless specifically agreed in writing by Indis NZ: A: Indis NZ does not warrant any goods that have been altered, repaired, installed, misused, or modified in any way not previously approved in writing by Indis NZ.; B: Where goods or services are provided for a business all warranties, descriptions, representations or conditions whether implied by law, trade, custom or the Consumer Guarantees Act 1993 or otherwise are expressly excluded; C: Indis NZs liability is limited to the cost of replacement or the repair of any products supplied by it so that its total liability will not exceed the price of the goods.

7. **INSPECTION BY CUSTOMER** The customer will open and check all goods supplied and report any alleged discrepancy with details of the invoice number and specifics of the claim, in writing within 7 days of the date of

delivery. Any claims made outside this time will not be accepted for credit.

8. RETENTION OF TITLE Ownership and title to the goods shall not pass to the customer until Indis NZ has received payment in full of all monies owing by the customer to Indis NZ. The customer acknowledges that until title to the goods passes to the customer in accordance with this clause;

A: The customer holds the goods as bailee of Indis NZ and that a fiduciary relationship exists between customer and Indis NZ;

B: The customer shall store the goods separately and in a manner so that they are clearly identified as the property of Indis NZ.

C: Indis NZ shall be entitled at any time to demand the return of the goods and shall be entitled without notice to the customer and without liability to the customer to enter any premises occupied by the customer to search for and remove the goods.

9. REPRESENTATION OF PRODUCT INFORMATION If your specifications are critical, please ask for clarification. Due allowance shall be made by the customer for variations as a result of manufacturer's tolerances. Indis NZ will not be liable in the case where loss arises as a result of goods being different from that which is represented in the Indis NZ catalogue and other information.

10. PRIVACY ACT 1993 By accepting these conditions and any guarantee the customer and any guarantor agree and authorise Indis NZ to; Obtain from any person or company any information (including credit information) that Indis NZ may require for the purpose of, or as the result of any sales by Indis NZ; and Disclose to any third party details of these conditions (including any credit application) and any subsequent dealings including any defaults and payments which are more than 30 days overdue.

11. GUARANTEE AND INDEMNITY Any guarantors agree that: Each guarantor personally jointly and severally guarantees payment to Indis NZ of all and any sums owed by the customer to Indis NZ pursuant to these conditions including all payments due pursuant to the above condition 1: and These conditions bind any guarantor; No granting of time waiver or indulgence to the customer or failure to recover from the customer shall release any guarantor; and As between any guarantor and Indis NZ each and every guarantor shall be deemed to be a principal debtor and indemnifies Indis NZ for any loss suffered and all sums payable to Indis NZ. The person signing this application on behalf of the customer accepts full personal liability and guarantees payment by the customer. If the customer fails to make any payment or do any other thing that results in the vendor suffering loss the person signing on behalf of the customer agrees to pay all sums due and owing to Indis NZ.

12. PPSR The Customer is to execute documents and do such further acts as may be required by the company to register the security interest granted to the Company under these terms under the PPSR or for any other purpose.

I/We agree to the above terms and conditions:

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Signed by the Guarantor:

Full Name:

Date:

Signature: