

TERMS & CONDITIONS OF SALE

QUOTATIONS

All quotations and or sales by Clyne & Bennie (1988) Ltd (the "Seller") to the buyer, are made upon the terms and conditions contained herein or as per the terms of the Construction Contracts Act 2002 if work is carried out under that Act. The term "Buyer" refers to the buyer so named and described in the face of this document. No employee or agent has authority to vary terms of supply.

PAYMENT

(a) The price of the goods together with Sales Tax thereon shall be paid to the seller without any deduction whatsoever, on or before the due date as shown on invoice.

(b) Provided that if discount applies to the price that discount may only be claimed should payment in full be received by the company within 10 days from supply or installation, whichever is applicable.

(c) Interest shall be charged at the rate of 2% above our bank overdraft rate, at the discretion of the seller, on the unpaid balance outstanding from the due date of payment until the date of full payment.

(d) Goods especially purchased or manufactured to the Buyers details may not be returned for credit unless by prior arrangement with seller. Stock items can be returned for credit within 30 days of purchase and may be subject to a 15% restocking fee.

(e) All costs incurred in recovering overdue accounts will be added to the sum to be recovered and extra to the same.

(f) Any clarifications regarding Account content or payment of account shall be raised within seven days of Invoice.

(g) We reserve the right to request a credit application form be completed prior to commencement of any work.

RESERVATION OF PROPERTY IN GOODS

Notwithstanding the fact that the buyer has been given possession of the goods, all goods supplied by the seller shall remain the sole and absolute property of the seller as legal and equitable owner until such a time as the intending purchaser shall have paid to the seller the agreed price.

The intending purchaser shall be at liberty to agree to sell on goods supplied by the seller on the express condition that such an agreement to sell shall take place as agents and bailee for the seller whether the intending buyer sells on his/its own account or not and that the entire proceeds therefore are held in trust monies and shall at all times be identifiable as the sellers monies.

INSURANCE

Goods the subject of any agreement by the seller to sell shall be at the risk of the intending purchaser as soon as they are delivered by the seller to the buyers vehicles or the buyers premises or otherwise to buyers order.

PERMITS, LICENSES AND APPROVALS

Unless otherwise stated in the quotation the buyer shall obtain any permits, licenses or approval that may be necessary or required in connection with the goods and any cost in connection with or caused by the obtaining of such permits licenses or approvals.

WARRANTY

The seller at its sole option will repair or replace free of charge any goods or part thereof being of the seller's own manufacture, which are found to be defective by reason of faulty material or workmanship within 12 months of delivery to the buyer provided that: The buyer gives written notice to the seller of the alleged defect within 14 days of the defect becoming apparent or if the defect is not readily apparent with 14 days of the date when the defect ought to have become apparent to the buyer. This warranty shall not apply to goods altered or repaired by any person other than the seller. To goods which have been subject to excessive wear and tear, in improper or abnormal operation, use as storage, inexpert installation unsuitable site of operation or inadequate protection. If access is not granted to inspect or carry out our repairs, on defective equipment within a reasonable time. with respect to goods or parts thereof not manufactured but installed by the seller, the seller will at its sole option repair or replace free of charge any goods or part thereof which are found to be defective by reason of faulty workmanship within twelve months of installation.

The seller warranty does not extend to consequential loss or damages.

PRIVACY

I/We authorise any seller or person to irrevocably provide you with such information as you may require in response to your credit enquiries for your provision of credit to me/us. I/We further authorise you to furnish any third party any details contained in this application and any details of subsequent dealings that I/We may have as a result of this application being actioned by you and to use for any lawful purpose connected with our business, any information which I/we or any third party may provide. I/We acknowledge that failure to make payment will result in the loading of the default information on our VedaAdvantage credit report.

RESERVATION OF PROPERTY IN GOODS:

The seller shall be entitled to, without notice, enter directly or by its agents onto any premises where it believes goods which it has supplied may be stored to repossess those goods and shall be indemnified against any claims for costs arising from any such action

I/We further acknowledge that agreement to these terms constitutes a 'security agreement' for the purposes of registration of a Financing Statement or Financing Change Statement under the PPSA in the Personal Property Securities Register.

I/We waive my/our right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to any security interest (insert name) may have in goods supplied to me/us from time to time.

ALL QUOTATIONS UNLESS STATED OTHERWISE OR UNLESS PREVIOUSLY WITHDRAWN ARE OPEN FOR ACCEPTANCE FOR 30 DAYS FROM DATE OF QUOTATION