

December 2016

TERMS AND CONDITIONS

(A) PAYMENT

Payment of all goods and services strictly 20th of month following receipt of invoice/statement.

(B) METHOD OF PAYMENT

Method of payment as detailed at time of sale unless otherwise arranged.

(C) RETENTION OF TITLE

Ownership in goods shall not pass upon delivery but shall remain with the vendor until full payment in cleared funds of all monies owing by the customer to the vendor have been received.

The customer acknowledges that the effect of this retention of title is that the customer grants a security interest in goods supplied and any proceeds from such goods. The vendor may register a financing statement in its favour under the Personal Property Securities Act 1999. If the customer has not made payment for any goods on time, the vendor may repossess and sell such goods and any products manufactured from such goods in order to satisfy any outstanding liability.

(D) CLAIMS

That all claims and disputes are made to ElectroQuip Group Ltd within 14 Days.

(E) PRIVACY ACT

That under the terms of the Privacy Act (1st July 1993) that you authorise any person or company to provide us with such information as we may require in response to our credit enquiries. That you authorise us to furnish to any third party, details of this application and any subsequent dealings that you may have with us as a result of this application being actioned by us.

(F) DEFAULT

That you undertake to pay the account in full on or before the due date. In default of such prompt payment, you undertake to pay late payment fees of 2% per month on any amount outstanding and to indemnify us and pay all debt collection costs and legal expenses which we may incur recovering from you any overdue account.

(G) LIMITATION OF LIABILITY

a. Our liability in any case of defect or fault, shall be limited to the purchase price of the Goods in respect of which such liability arises. We shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and howsoever arising, provided that this clause [*insert clause numbering*] shall not prevent a Customer who is a Consumer from exercising any remedies that Customer may have under the Consumer Guarantees Act 1993 (to the extent applicable).

b. Without derogating from to generality of clause [*refer to previous clause above [a]*] above, we will, in particular, not be liable for any losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- i. loss of income or revenue;
- ii. loss of business;
- iii. loss of profits;
- iv. loss of anticipated savings;
- v. loss of data; or
- vi. any waste of management or office time.

c. Nothing in these terms and conditions excludes or limits our liability for:

- i. death or personal injury caused by our negligence;
- ii. fraud or fraudulent misrepresentation;
- iii. any breach of the obligations implied by section 14 of the Sale of Goods Act 1908 or section 5 of the Consumer Guarantees Act 1993 (to the extent applicable);
- iv. defective products under the Consumer Guarantees Act 1993 (to the extent applicable);
- v. any deliberate breaches by us of these terms and conditions that would entitle you to terminate the Contract; or
- vi. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

d. However, we shall not be responsible for any damage whatsoever caused either to the Goods supplied or as a result of the malfunction of any such Goods if:

- i. the Goods are fitted by unqualified tradesmen or in an un-tradesman like manner; or

- ii. the Goods are in any way adapted to a use for which they are not specifically intended; or
- iii. the Goods are added to or repaired using components not recommended or approved by the manufacturer of such Goods.

(H) NO ADMISSION OF LIABILITY

No action, verbal statement, email or correspondence, including but in no way limited to, any exchange or replacement of any Goods or product or any credit, refund or payments made and/or other consideration made by us shall be construed as an admission of any fault or failure of any such Goods or products or of any legal liability whatsoever by us and no person or entity shall utilize such act of exchange or replacement or credit passed or the consideration so received as evidence of any admission of liability unless we have expressly, in writing in a letter addressed to you admitted any such liability.