

DANSKE MOBLER TAUPO TERMS AND CONDITIONS OF SALE

1. General

- 1.1. Unless expressly modified or varied in writing, the following conditions shall apply to the contract and shall be deemed to be incorporated to form part of the contract and to have been accepted by the customer.

2. Retention of Title

- 2.1. Title to the product shall pass to the customer on payment of the full purchase price. Pending payment of the full purchase price:
 - 2.1.1. If the product is incorporated into other goods such goods shall vest in the supplier to the value of the product.
 - 2.1.2. The customer shall hold the product and goods as bailee for the supplier
 - 2.1.3. If the customer sells the product of goods to a third party the customer shall be the agent of and shall hold the proceeds of sale as trustee for suppliers.
 - 2.1.4. If payment by the customer is overdue the supplier may enter the customers premises at any time (with force) to inspect or take possession of the product or goods.

3. Information and Privacy Act

- 3.1. For the purpose of facilitating the efficient running of the supplier's business, the customer authorises the supplier:
 - 3.1.1. To collect all information, it may require from any third parties and authorises those third parties to release that information to the supplier: and
 - 3.1.2. To hold all information given by the customer or any third parties to the supplier; and
 - 3.1.3. To use that information including giving information to any other person to facilitate collection of debts from the customer.
- 3.2. The information will be collected, held, and used on the condition that:
 - 3.2.1. It will be held securely at the supplier's office: and
 - 3.2.2. It will be accessible to any of the supplier's employees and agents who need access to it for the efficient running of the supplier's business; and
 - 3.2.3. The customer may request access to and correction of it at any time.

4. Risk

- 4.1. Risk in any goods supplied to the customer will pass when the supplier parts with possession of the goods
- 4.2. Unless otherwise agreed in writing, the supplier will be deemed to have parted with possession of the goods once the goods have left the suppliers premises.

5. Delivery and Freight

- 5.1. The supplier will make every effort to keep to delivery schedules but will take no responsibility for delivery delays beyond its control. Unless otherwise agreed in writing, point of delivery will be at the supplier's premises.
- 5.2. The supplier shall not be liable for damages or for delay in delivery or for failure to give notice of delay when such delay is due to conditions beyond the suppliers reasonable control.

6. Pricing

- 6.1. With respect to quotations, product prices will be confirmed in writing at the time of order, but prices are subject to change without notice. Freight on the product is chargeable unless otherwise agreed.

7. Terms of Payment

- 7.1. Full payment is required on delivery unless individual terms have been agreed as terms of trade and confirmed by the supplier in writing.
- 7.2. Payments must be made in compliance with the terms stated on the order confirmation or the invoice.
- 7.3. Interest may be charged on overdue accounts at a rate of 2% per month on the outstanding balance.
- 7.4. The customer is liable to pay all expenses and legal costs incurred by the supplier relating to the enforcement of this agreement.

8. Consumer Guarantee Act

- 8.1. If the customer purchases or indicated that the purchase of the goods is for the purpose of a business the provisions of the Consumers Guarantee Act 1993 will not apply.
- 8.2. The supplier shall not, in relation to the supply by the supplier of the goods, give or make any undertaking, assertion or representation in relation to the goods without the prior written approval of the manufacturer, and the supplier shall indemnify the manufacturer against any liability or cost incurred by the manufacturer, as a result of any breach by the supplier of this provision.
- 8.3. The manufacture shall not be liable for any loss of profits or any consequential, indirect, or special loss or damage or injuries of any kind if the supplier has not contracted out of the Consumer Guarantees Act 1993, in its dealings with the business customers and the supplier will indemnify the manufacturer against any losses for failure to do so.

9. Warranty

- 9.1. Subject to the Consumer Guarantees Act 1993, goods supplied shall be subject to the terms and conditions of the warranties and the guarantees provided by their respective manufacturer's warranty.
- 9.2. No warranty whatsoever is given by the manufacturer in the respect of any goods unless specifically stated in writing by the manufacturer.

10. Cancellations

- 10.1. No order once accepted by the supplier may be cancelled or varied by the buyer except for cause. Any cancelled order where stock is accepted back will incur a restocking fee of 20%.