



LEGAL | TERMS AND CONDITIONS

Effective Date: 1 April 2021

These terms and conditions apply to your use of this site (for instance as a casual visitor or as a customer or supplier), as well as if you buy products or services from us. If you do either of these things these terms and conditions will automatically apply, unless we agree to other terms or conditions and they are recorded in writing.

These terms and conditions may be amended from time to time or may be withdrawn or replaced.

This document has 3 sections:

- A. Terms and conditions applying to your use of the site.
- B. Terms and conditions applying to the purchase of products or services from us.
- C. General terms and conditions, which apply to both of the above.

In this document we use defined terms (such as “site” and “products”). In section C below we have supplied definitions for these words, to make interpretation easier. Also “you” and “your” refers to any person or organisation who/which for any purpose accesses this site, and/or does business with us. Additionally “us” “our” or “we” refers to the Autex Group, which is defined in Section C, or if the context requires these terms refer to a particular company within the Autex Group.

SECTION A - USE OF THIS SITE.

1. Information and privacy

1.2 When you access the site and if you supply information or make an order you must do so lawfully and you are responsible for the information you supply. If you are representing an organisation then you warrant that you have authority to do so and you are personally responsible to ensure the accuracy of information supplied as well as the performance of any contract which is entered into. You warrant that you have the legal capacity required to supply information and/or contract with us. You agree only to supply information which is accurate and not misleading.

1.2 We have a privacy policy which is found at www.autexglobal.com/privacy. This policy applies to all information which we hold about you.

2. External links

2.1 From time to time this site might include links to other websites, social media sites or similar platforms. We cannot control these sites and have no responsibility for your experience when you access them. If you supply information to another site you must ensure that they have suitable processes in place to protect your information.

3. Unsolicited ideas

3.1 We maintain a policy of not reviewing or accepting any unsolicited submissions of ideas, inventions, designs and/or other materials related to our business, whether consisting of texts, images, sounds, software, information or otherwise from persons external to us. You should therefore not post any materials on the site or send these to us (unless that is agreed with us).



4. Opting out and unsubscribing

- 4.1 All our marketing communications contain an easy way to opt out from receiving future messages, such as a link through which you can unsubscribe. You may also opt out for particular channels (for example email) as indicated in the message received in such channellings.
- 4.2 If you would like to opt out of receiving marketing messages you may use the unsubscribe link contained in the messages you have received, or alternatively you could contact us at enquiries@autex.co.nz.

SECTION B – DOING BUSINESS WITH US.

This section applies to products and/or services which are purchased from us.

5. Orders

- 5.1 Orders for products and/ or services may be made by you directly with us or through an authorised sales agent in writing. Orders may only be made in the manner set out below or otherwise following the procedures from time to time set by us. If an order is not made in this way we may reject it, with no requirement for us to notify you.
- 5.2 The date of the order will be the date it is received by us, in the required manner.
- 5.3 A legal contract for the supply of products and/or services is created only when an order or quotation is accepted by us in writing, or by a properly authorised sales agent or representative on our behalf.

6. Quotations

- 6.1 If we provide a quotation for a supply that quotation is valid only for thirty (30) days from and including the day it is sent to you. After this time, if the quotation has not been accepted, it is deemed withdrawn.
- 6.2 We reserve the right to withdraw or alter a quotation at any time before it is accepted.
- 6.3 A quotation is valid only for the products and/or services quoted and any additional products or services requested will be an additional order, for which you must pay the additional price required by us.

7. Price

- 7.1 If products or services are supplied where no price has been stipulated or agreed you will pay the price (if any) advertised or detailed by us or by any authorised sales agent in official advertising or promotional material or on an authorised website, and you will also pay any related costs or taxes (of the kind described in clause 7.2).
- 7.2 Unless otherwise stated on the site or in a quotation, the stated price excludes Goods and Services Tax (whether in New Zealand or other jurisdiction), and also any other sales tax, withholding tax, import or export tax or similar excise or levy applying to the order, all of which must be paid by you in addition to the quoted price.

8. Delivery arrangements/ Risk

- 8.1 Delivery of products ordered will be made according to the timeframes and freight or shipping arrangements provided for in an accepted order or quotation. If any of these things are not specifically agreed then products will be freighted or shipped to you at your last notified address. In the case of export sales, unless otherwise agreed, products will be shipped according to currently prevailing Incoterms Ex Works wording.
- 8.2 Risk in products supplied within New Zealand will pass at the time agreed, or if not agreed then at the time of delivery. For exported products risk passes according to the shipping terms applying (Ex Works unless otherwise agreed).
- 8.3 You must arrange for all insurance import duties or taxes demurrage storage or freight costs beyond those which we are responsible for and you will indemnify us (as a debt due to us payable upon demand) for any liability we may incur as a consequence of your failing to do so.

9. Inspection and Returns

- 9.1 You must arrange to inspect products you have purchased when they are delivered or deemed delivered according to the agreed freight or shipping arrangements. For domestic sales you must sign a receipt.
- 9.2 We do not have to accept a return but we may do so. Any request for a return will be assessed on a case by case basis and we will not be bound by previous transactions. If we do accept a return we may do so subject to conditions, such as a restocking fee. In any event no claim for faulty products or an error of supply will be accepted if it is not notified in writing to us, or if applicable to our authorised sales agent, in either case within 7 days after delivery to you. This does not however refer to damage in transit, which is provided for according to the freight or shipping terms applying.
- 9.3 We will not accept returned products unless they are returned otherwise undamaged unused and in their original and undamaged packaging.

10. Payment

- 10.1 Payment for any supply must be made in the agreed or stipulated manner no later than the agreed or stipulated time. Unless otherwise agreed payment of any invoice must be made in full, without deduction of any kind, in agreed currency and in cleared funds, in the case of domestic sales not later than the 20th day of the month after the month of invoice or in the case of export sales immediately prior to the time the Bill of Lading is delivered or made available to you or your agent.
- 10.2 Interest will accrue on any amount payable to us for each day that it remains unpaid after the due date, calculated daily at the rate of 15 percent per annum. Interest must be paid upon written demand by us. In addition, you will reimburse us upon demand for any costs we incur in enforcing any payment or other obligation against you, or in attempting to do so.



11. Security for Payment

- 11.1 Except to the extent otherwise provided for in the terms of supply we retain ownership of products supplied until all payments then due to us have been irreversibly received by us in full. Until that time you must hold and insure the products in a manner which protects us as unpaid seller.
- 11.2 If any such products are in the meantime on-sold or become affixed to other goods or property we have a right to trace their ownership interest into the proceeds of on-sale (including any mixed fund) and into any new or mixed goods which include these products. which include these products.
- 11.3 You grant to us a Purchase Money Security Interest ("PMSI") (as that term is defined in the Personal Property Securities Act 1999 of New Zealand ("PPSA")) in all products that have not been paid for in full and you will do all things required to enable us to register, and if necessary enforce, our PMSI.
- 11.4 You authorise us or any agent of ours to enter any place or premises where we or they reasonably believe products which are subject to a PMSI are located. This is for the purposes of inspecting and/or repossessing them if we (in our discretion) have concerns about the products or payment for them. We are not liable for any claim made by you or on your behalf for alleged damage or loss incurred by the exercise of these rights, and we will indemnify you for any claim cost or loss we incur in doing so.

12. Allocation of Moneys Received

- 12.1 We have a right to allocate any moneys received from you towards any amount then due to us and are not obliged to allocate it towards any particular invoice debt.
- 12.2 A payment obligation can only be considered satisfied when we have allocated a receipt from you to that obligation.

13. Warranties and Liability

- 13.1 Except to the extent otherwise provided in this document, or stated at the time of an order or quotation, we warrant that we will supply products according to their description and specifications recorded in the accepted order or quotation. We also warrant that the products supplied will perform as described (but we do not however guarantee they will be fit for any purpose), and that they will be free from material defects. We warrant that, (but subject to clause 11) unencumbered ownership in them will pass to you when they are paid for.
- 13.2 Except to any extent prohibited by any law we contract out of and negate any other implied warranty or liability that might apply to any supply of products or services to you. In particular, to the extent permitted, we contract out of Part 3 of the Contract and Commercial Law Act 2017 (Sale of Goods), the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- 13.3 Also, in lieu of payment for a claim, we have a right to instead resupply the products concerned in full and final settlement of that claim.
- 13.4 If at any time we are required to pay you (for any reason) we are entitled to offset and deduct any amount then owing by you to us.



SECTION C - GENERAL TERMS AND CONDITIONS.

14. Governing Law, Implied Conditions, Illegal Conditions

- 14.1 Except to any extent inconsistent with this document, or with any agreed conditions for any supply of products, the terms and conditions of the United Nations Convention for the International Sale of Goods 1980 are read into them.
- 14.2 However where any provision requires interpretation or where any dispute arises between you and us, the Laws of New Zealand will otherwise apply, and where a dispute or difference is to be determined by judicial process it will be determined by a New Zealand Court. Accordingly, for these purposes you agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 14.3 If any provision of this document or other agreed terms is deemed unenforceable or illegal by a law with jurisdiction to do so, but only to the extent required to prevent the illegality or unenforceability whilst leaving the remaining provisions fully enforceable as they are written, the offending provision will be deemed severed or modified.

15. Intellectual Property and Trademarks

- 15.1 We (and our licensors if relevant) own all proprietary and intellectual property rights in the site and its content, including but not limited to text products designs graphics logos, icons and sound recordings and also the software and other material underlying and forming part of our products and services, and also in the site. You may not without our prior written consent, in any form or by any means:
- a. adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of the Site; and/or
 - b. commercialise, copy or onsell any information or items obtained from any part of the site.
- 15.2 All content on the site which is owned by us (or any which is owned by other provider approved by us), is protected by applicable intellectual property and proprietary rights and laws. No use of the site's content is permitted without our express prior written consent, and where applicable the consent of the intellectual property rights holder. Enquiries and permission requests may be sent to us at enquiries@autex.co.nz.
- 15.3 For a non-exhaustive list of our trademarks and patents please contact Autex.

16. Disputes

- 16.1 It is agreed that, in the event of a genuine dispute you and us must first attempt to resolve it by agreement. In this respect you, and we, both agree to act in good faith towards each other to seek a resolution.
- 16.2 Nothing in this clause however restricts enforcement of a right or remedy provided for under these terms and conditions, from commencing legal action where there is no genuine dispute, or from recovering a payment which is overdue.



17. Limitations Liability and Indemnity

- 17.1 You acknowledge and agree that the purchase of our products, as well as your use of this site, are at your own risk. In particular we are not liable for direct, indirect, special, incidental, consequential, punitive or exemplary damages of any kind, including those arising from lost business, lost profits, injury, claim, liability, or damages, whether considered foreseeable or not. If we have any liability for a claim the maximum amount that we can be required to pay is the amount invoiced to you in respect of the supply concerned.
- 17.2 We may change the content, products and/or services described on the site at any time without prior notice. All reasonable efforts will be taken to ensure that the information on the site is accurate, however we are not liable for a mistake or error. We will, within a reasonable time of being notified of it, aim to correct any error or inaccuracy on the site.
- 17.3 You will indemnify and hold us harmless, and also all our subsidiaries, affiliates, officers, employees and contractors, from any liabilities, claims, expenses or demands including legal fees and costs made by any third party due to or arising out of:
- a. our use or misuse of the site; and/or
 - b. any violation of laws, rules, regulations or terms in these Terms and Conditions.

18. Miscellaneous

- 18.1 Where any notice or notification is required to be served or given to us or to you it must be given in writing and it must be sent to the nominated or otherwise last known address of the recipient by confirmed email or if no email address is known or supplied then by confirmed courier.
- 18.2 If any force majeure event (meaning an "Act of God" such as a natural disaster or pandemic or war, civil disruption, Government or local authority intervention strike or lockout or other event outside of our control) prevents us from performing any obligation then the time for performing that obligation may be enlarged to allow for it to be performed in the manner that it would have been performed but for that event. You acknowledge in particular that unforeseen events, including also by way of example power outages lockdowns or weather or events, could impact on the timeliness of manufacture or delivery. For the avoidance of doubt however these conditions do not affect your obligation to make a payment when it is due.
- 18.3 No delay in enforcing a right or remedy, nor any decision on any occasion not to enforce one, will be considered a waiver of the right to do so on any other occasion.
- 18.4 Reference in this document to an authorised sales agent is only to an agent which is accredited with that status by us, in any written communication to you, on any website or in any publication.



19. Definitions and interpretation

19.1 Definitions

In this document certain words and expressions have the particular meanings ascribed to them below. This is to assist understanding when reading this document:

Autex Group means AUTEX INTERNATIONAL LIMITED and also refers to AUTEX INDUSTRIES LIMITED, AUTEX PTY LIMITED, AUTEX ACOUSTICS LIMITED, AUTEX ACOUSTICS NA LIMITED, AUTEX PROPERTIES LIMITED and any other subsidiary or related company from time to time.

Products means all products manufactured and distributed by us which are intended to be sold by us or on our behalf.

Services means services performed by us or by agents or contractors on our behalf, whether in respect of products supplied or otherwise.

Site means our website www.autexglobal.co.nz, which is owned by AUTEX INDUSTRIES LIMITED, and also refers to any other website, social media site or other platform which we control.

Terms and Conditions means the Terms and Conditions set out in this document.

Working Day means any day which is not a Saturday, a Sunday, Easter or Christmas Day, New Year's Day or any recognised national holiday in New Zealand or the country where the Products are delivered.



www.autexglobal.com

AN ISO 9001, ISO 14001 AND ISO 45001 CERTIFIED COMPANY

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