

Terms & Conditions of Sale

All orders accepted by AEP Pacific Ltd are subject to the Conditions of Sale set out below:

Formation of agreement

1. These terms represent the agreement between you (the Customer) and AEP Pacific Ltd (the Supplier) with respect to all purchases and replace all earlier terms published by the Supplier with respect to previous purchases.
2. Any purchase, or acceptance of offer will be deemed as acceptance of this agreement.

Ordering

3. The Supplier reserves the right to decline to trade with any company or person. In addition, the Supplier may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by phone, fax or e-mail. If the Supplier declines an order where payment has been received, they will refund the payment.
4. For the purpose of ordering, products shall be uniquely identified by the Product Code (SKU Code) as used in the Supplier's systems.
5. Selection of product to order is the sole responsibility of the Customer. The customer acknowledges that they have not relied on any advice from the Supplier with regard to product selection.
6. The product that will be supplied shall be the Product Code (SKU Code) as specified by the Customer at the time of order.
7. Orders may be cancelled free of charge up to the moment that the supplier commences processing of the order.
8. Once the supplier has started processing the order, it can no longer be cancelled.

Delivery

9. Unless otherwise stated, delivery is ex-works (EXW).
10. The Customer shall accept and pay for delivery by instalments.
11. The date given for delivery is an estimate only and the Supplier shall not be liable in any circumstances for delay in delivery.

Inspection and Returns

12. The Customer must inspect all orders and products supplied after delivery and shall, within 10 days of delivery, give written notice to The Supplier of the following:
 - i. Any defect in a product that is apparent on reasonable examination. In this case, the Supplier shall, at its discretion, replace the product or refund the purchase price.
 - ii. Any shortfall in products delivered. In this case, the Supplier shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products.
 - iii. Any delivery of products not in accordance with the order. In this case, the Supplier shall, at its discretion, replace the products or refund the purchase price.

If the Customer fails to give such notice, the Customer will be deemed to have accepted the relevant order to be delivered in accordance with the Customer's instructions and to accept the products to be free from all apparent defects. The remedies set out above are the Customer's exclusive remedies for non-delivery, late delivery or short-delivery of products, or delivery of products not in accordance with the order. The Supplier shall not be liable for any other losses, consequential or otherwise.

13. Goods can only be returned with prior approval from the Supplier. Returns not arranged at time of purchase will be subject to a handling charge and a restocking fee of 20% of the invoice value. Acceptance of any returns, not arranged at time of order, is at the Supplier's discretion.
14. At the Supplier's discretion, the 20% restocking fee may be waived if a replacement product is purchased of equal or higher value (exchange).
15. If the Customer wishes to return an item, the Customer must submit a Return Request with the Supplier within 14 days of the date of purchase.
16. If the Customer returns an item that originally was purchased using a free delivery option, a freight and handling charge will be deducted from any refund.
17. Returns must be received within 14 days of the submission of the Return Request and must include reference to the original invoice / delivery docket. All goods returned must be received in the original condition and packing.
18. Products of a consumable nature such as fuses, magnetrons, thyratrons and other spare parts cannot be returned without prior arrangement made at the time of order.

Liability & Warranty

19. Decisions for the selection and use of products remain the responsibility of the Customer. The Customer acknowledges that they have not relied on any information or advice given by The Supplier in relation to any products and that the Supplier is not liable for any damage, loss or expense resulting from the failure to give advice, or information, or the giving of incorrect advice, or information, whether or not due to the Supplier's negligence, or that of its employees, agents or sub-contractors.
20. In no event shall any breach:
 - (i) of these terms and conditions or any implied warranties, terms and conditions (whether statutory or otherwise); or
 - (ii) of any other duty of any kind imposed on The Supplier by law arising out of or in relation to the sale of products or services, give rise to any liability for punitive damages, or damages for loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage arising from any cause.
21. Warranty
 - i. All goods, which are manufactured by the Supplier, are guaranteed against faulty workmanship, materials or design for a period of 12 months from delivery (deemed or otherwise).
 - ii. Where the Supplier does not manufacture the goods the Customer is entitled only to such benefits as the Supplier receives from the manufacturer.
22. To the extent permitted by law:
 - i. Warranties, representations, promises, conditions or statements regarding the equipment, express or implied, including, without limiting the generality of the foregoing, warranties, representations, promises, conditions or statements as to the suitability or fitness of the equipment not expressly referred to herein are hereby expressly excluded.
 - ii. The Supplier shall under no circumstances be liable for any form of damage (which expression includes but is not limited to incidental, special, consequential or general damages) in connection with or arising out of the supply, performance or use of the equipment or any part thereof or any failure to supply the equipment or any part thereof
23. The total liability under this agreement of the Supplier whether arising out of negligence or otherwise shall at the option of the Supplier be limited to either:
 - (i) the replacement of any defective goods or part thereof; or
 - (ii) the repair of any defective goods or part thereof.

Privacy and Electronic Data

24. As an integral part of its operations, the Supplier collects data from the Customer. This data may be electronically stored at the Supplier or at the third parties that supply systems and services to the Supplier. By using the Supplier's services, the Customer consents to having their data stored and used for the purpose of providing these services.
25. The Supplier does not share any customer data with any third party other than those parties that supply the systems and services that are essential to the Supplier's operations.
26. The Customer may at any time request for their data to be removed from the Supplier's systems.
27. The Supplier will exercise reasonable care to protect the customer's data from unauthorised access, however, the Supplier shall not be held liable for any loss resulting from unauthorised access to- or deletion of the Customer's data stored on its systems or on third party systems.
28. By using the Supplier's services, the Customer consents to receiving electronic messages from the Supplier.
29. The Customer may be provided with login details and passwords to access various systems made available to them by the Supplier. The Customer will keep this login information private and not share it with anyone else. The Supplier shall not be liable for any unauthorised access to the Customer's accounts they may have with the Supplier.

Credit Facility

30. Customers that have been granted credit with the Supplier shall pay the total price (as varied in accordance with clause 38) by the due date as printed on the Tax Invoice.
31. Provided that the Supplier advises to be ready to deliver and the Customer does not make arrangements to accept delivery within 30 days, then delivery shall be deemed to have taken place on the expiration of the said period of 30 days and the Supplier shall be entitled to receive payment and shall also be entitled to store the equipment at the cost and risk of the Customer.

32. If the Customer does not pay the whole amount due by the due date then the Supplier may at it's option:
- (i) withhold supply of goods / credit arrangements until all outstanding amounts are paid. Any subsequent purchases may then be on a prepaid basis only. This clause may also come into effect should the Customer exceed their maximum credit approval.
 - (ii) charge interest at 16% per annum calculated on daily rests from the due date on the balance from time to time and
 - (iii) at any time while the whole or any part of the amount due remain outstanding take possession of the equipment or any part and terminate this agreement in which case the Supplier shall be entitled to recover any loss including loss of profit which loss shall carry interest under sub clause (ii)

The Customer hereby authorises the Supplier to enter into any premises on which the goods may be stored for the purposes of retaking possession and shall pay to the Supplier all costs of retaking and attempt to retake such possession.

33. Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding amounts, including debt collection agency fees or legal fees, shall be recoverable from the Customer.
34. The Supplier may at any time terminate this agreement if:
- (i) the Customer fails to pay any amount payable under this Agreement by the due date.
 - (ii) there is a change in the ownership, control of financial condition of the Customer, which in the Supplier's opinion may affect the Customer's ability to comply with the terms and conditions of this agreement.
35. The Customer may terminate this Agreement at any time by giving the Supplier 90 days written notice.
36. If this Agreement is terminated for any reason the Customer shall remain liable to pay any outstanding charges owing to the Supplier prior to termination, including any costs incurred in recovering the outstanding charges.

Variation of Agreement and Price List

37. The Supplier shall sell and the Customer shall purchase the equipment for the price shown hereon. The Supplier reserves the right to change the price of any product or services at any time.
38. If the cost to the Supplier of supplying the equipment or any items thereof varies as a result of change to tax, or customs, or other similar changes (including any change to administrative policy) then the price shall increase by the amount by which the cost to the Supplier increases. Unless otherwise stated all tax will be to the Customer account.
39. The Customer can only vary the terms & conditions of this Agreement with the prior written agreement of the Supplier.

Ownership

40. Title to the equipment shall remain with the Supplier until payment is received in full, however, risk in relation to the equipment shall be with the Customer from delivery (or deemed delivery if applicable).

Note:

Legislation may imply certain conditions or warranties or impose obligations on the Supplier which conditions warranties and obligations cannot, or cannot except to a limited extent, be excluded, restricted or modified by agreement between the parties. This agreement shall be read subject to any such provisions. These terms and conditions shall be governed by and interpreted in accordance with the Law of New Zealand. Each party submits to the non-exclusive jurisdiction of the courts of New Zealand. However, the Supplier may enforce the contract in any court of competent jurisdiction.