

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 (the vendor) with respect to all purchases and replace all earlier terms published by the vendor with respect to previous purchases.
2. Any purchase, or acceptance of offer will be deemed as acceptance of this agreement.
3. The signatories to this agreement do hereby jointly and severally guarantee payment of the customer's account to the supplier. This guarantee will be a continuing guarantee.

Terms & Termination

4. The customer shall pay the total price (as varied in accordance with clause 10) on the 20th of the month following the date of invoice. Provided that the vendor 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 vendor shall be entitled to receive payment and shall also be entitled to store the equipment at the cost and risk of the customer.
5. If the customer does not pay the whole for the price and any moneys otherwise due by the due date then the vendor may at it's option:
 - (i) withhold supply of goods / credit arrangements until all outstanding monies are paid. Any subsequent purchases may then be on a prepaid basis only. This clause may also come into effect should the customer exceed it's 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 monies due remain outstanding take possession of the equipment or any part and terminate this agreement in which case the vendor shall be entitled to recover any loss including loss of profit which loss shall carry interest under sub clause (ii)

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

6. Any expenses, costs or disbursements incurred by the vendor in recovering any outstanding monies, including debt collection agency fees or legal fees, shall be recoverable from the customer.
7. The vendor may at any time terminate this agreement if:
 - (i) the customer fails to pay any amount payable under this Agreement by the due date. (As in accordance with clause 5 (iii)).
 - (ii) there is a change in the ownership, control of financial condition of the customer, which in the vendor's opinion may affect the customer's ability to comply with the terms and conditions of this agreement.
8. The customer may terminate this Agreement at any time by giving the vendor 90 days written notice.
9. If this Agreement is terminated for any reason the customer shall remain liable to pay any outstanding charges owing to the vendor prior to termination, including any costs incurred in recovering the outstanding charges.

Variation of Agreement and Price List

10. The vendor shall sell and the customer shall purchase the equipment for the price shown hereon. The vendor reserves the right to change the price of any product or services at any time. Unless otherwise stated delivery is ex-works.
11. If the cost to the vendor 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 vendor increases. Unless otherwise stated all tax will be to the customer account.
12. The customer can only vary the terms & conditions of this Agreement with the prior written agreement of the vendor.

Ordering

13. The vendor reserves the right to decline to trade with any company or person. In addition, the vendor 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 vendor declines an order where payment has been received, they will refund the payment.

Delivery

14. Unless otherwise stated, delivery is ex-works.
15. The customer shall accept and pay for delivery by instalments.
16. The date given for delivery is an estimate only and the vendor shall not be liable in any circumstances for delay in delivery.

Ownership

17. Title to the equipment shall remain with the vendor until payment is received in full provided that the risk in relation to the equipment shall be with the customer from delivery (or deemed delivery if applicable).

Inspection and Returns

18. The customer must inspect all orders and products supplied after delivery and shall, within 10 days of delivery, give written notice to The vendor of the following:
- i. Any defect in a product that is apparent on reasonable examination. In this case, the vendor shall, at its discretion, replace the product or refund the purchase price.
 - ii. Any shortfall in products delivered. In this case, the vendor 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 vendor 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 vendor shall not be liable for any other losses, consequential or otherwise.

19. Goods can only be returned with prior approval from the Vendor. Returns not arranged at time of purchase, will be subject to handling charge and restocking fee of 10% of the invoice value. Acceptance of returns, not arranged at time of order, is at the vendor's discretion.
20. Returns must be received within 30 days of delivery and include reference to original invoice / delivery docket. All goods returned must be received in original condition and packing.

Liability & Warranty

21. Decisions for the use of products and services remain the responsibility of the customer. The Customer acknowledges that it has not relied on any information or advice given by The vendor in relation to any products or services and that the vendor 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 vendor's negligence, or that of its employees, agents or sub-contractors.
22. 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 vendor 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.
- 23.
- i. All goods, which are manufactured by the vendor, are guaranteed against faulty workmanship, materials or design for a period of 12 months from delivery (deemed or otherwise).
 - ii. Where the vendor does not manufacture the goods the customer is entitled only to such benefits as the vendor receives from the manufacturer.
24. 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 vendor 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
25. The total liability under this agreement of the vendor whether arising out of negligence or otherwise shall at the option of the vendor 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.

Note:

Legislation may imply certain conditions or warranties or impose obligations on the vendor 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 vendor may enforce the contract in any court of competent jurisdiction.