



Terms and Conditons of Trade

DEFINITIONS

"Company" means South Pacific Turbochargers NZ (2018) Ltd

"Customer" means the person, firm or company who has agreed to purchase the goods and services subject to the terms set out herein.

"Product" means the goods and services supplied to the Customer by Company

"Due Date" means the date by which an invoice is due to be paid by the Customer; normally net 20 days after end of month invoiced.

"Failed Payment" means that the Company has not received full payment of the amount(s) owed by Customer by the Due Date or The Customers payment is rejected by the Customer's bank (e.g. Cheque bounced).

AGREEMENT

1. The Company agrees to supply the Customer all goods and services as stated in writing on the invoice in exchange for the Customer making payment of the invoiced price to the Company by the Due Date.
2. This contract constitutes the entire Agreement between the Company and the Customer.
3. No variation or modification of these Terms and Conditions of Sale will be acceptable or binding on the Company unless such variations or modifications are in writing signed by the parties.
4. In any case where these terms and conditions conflict with any other terms or conditions, for example but not limited to, conditions on Customer purchase order, the conflicting conditions shall be of no effect against the Company and these terms and conditions shall be deemed to be incorporated into those other conditions as special conditions.
5. Placement of an order, or any payment to the Company, confirms Customer acceptance of this agreement.
6. Any oral statement or offer to be included must be confirmed in writing on the invoice.
7. Any product or service not written on the invoice is not included within the invoiced price whether implied or referred to in oral statement or not.
8. Goods and services supplied in addition to those written on the quote or invoice are to be agreed in writing by both parties.
9. The Company owns the product until payment is received in full and funds cleared.
10. The Customer agrees to give the Company, and its authorised agent(s), access to the premises and to the equipment referred to in this agreement to carry out any and all tasks related to this agreement during business hours and at other times as requested by the Company. If the Company representative visits the customers site and access is denied, the visit is chargeable as a Service Call.

PRICING

11. All prices quoted are exclusive of GST unless specified otherwise in writing.
12. All prices quoted are based on supply ex-stock. New stock may arrive at new pricing. If new stock pricing increases the price by more than 10% the Company will re-negotiate with the Customer and the Customer will have the right to cancel their order for the affected product or products.
13. All products quoted are believed to be available to the company at time of offer but may become unavailable at time of supply for reasons beyond the Company's control. If any product or products become unavailable between time of offer and time of supply, the Company may, at its discretion, either decline the order in part or in full and refund or credit the portion of the value of the invoiced price relating to the part(s) affected by the obsolescence, or supply new specification products within quoted price or supply new specification products of superior specification with price adjustment of 10% without seeking new authorisation from the Customer.
14. Payment Terms are normally net 20 days after end of month invoiced.

FAILED PAYMENT

15. Failed Payment, as defined above, voids all discounts, which may have been offered at the time of invoice. Full price, which may be in excess of invoice total, is then due plus any collection costs, plus compounding interest on outstanding balance of 10% per month, plus related disbursements and legal costs on a solicitor and client basis. Follow up calls made by the Company due to Failed Payment are chargeable as Service Calls.
16. In the event of Failed Payment, as defined above, the Company, or any agent authorised by the Company to act on its behalf, may repossess the Product supplied. If the Customer makes full payment of all outstanding amounts(s) owed within seven(7) days of repossession the Product will be returned to the customer and its return will incur delivery charges. If payment is not made in full within eight(8) days the Company may sell the repossessed item(s) to recover costs and balance owed. All the proceeds of such sale are fully the property of the Company. Any portion of the balance owed by the Customer and not recovered by such action is still owed. The full cost of any repossession action is at the Customers expense and no claim for loss nor damage can be made against the Company in any regard whatsoever.
17. The Company has the right to pass any failed payment or unpaid invoice(s) or part thereof to any debt collection agency in which case the Customer is also liable for any collection cost and legal costs that such an agency adds to the balance owing.
18. If the Customer is a company or trust, the director(s) or trustee(s) accepting this contract either directly or indirectly via an authorised representative of the Customer, in consideration for South Pacific Turbochargers NZ (2018) Ltd agreeing to supply Goods and Services and grant credit to the Customer at their request, also accept this contract in their personal capacity and jointly and severally personally undertake as principal debtors to South Pacific Turbochargers NZ (2018) Ltd the payment of any and all monies now or hereafter owed by the Customer to South Pacific Turbochargers NZ (2018) Ltd and indemnify South Pacific Turbochargers NZ (2018) Ltd against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.



LIABILITY

19. The Company shall not be liable for any consequential, indirect or special loss or damage arising directly or indirectly from any defect in materials or labour in any product or service supplied.
20. The Company's liability in respect of defective products shall not exceed the price of such products.
21. The Consumer Guarantees Act 1993 does not apply to this purchase where the Customer acquires Goods and Services from the Company for the purposes of a business in terms of section 2 and 43 of that Act.
22. Liability is limited to the Products supplied by the Company and does not cover any system into which such Products may be installed or associated with.
23. The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to the Company making time of the essence.

WARRANTY

24. All warranties given are manufacturer warranties and are therefore bound by the terms put in place by the individual manufacturer.
25. If any Customer claim is not accepted by the manufacturer under the terms of that manufacturer's warranty then the Company has no liability and can invoice the Customer for labour and disbursements related to the failed warranty claim.
26. Warranty is limited to the Products supplied by the Company and does not cover any system into which such Products may be installed or associated with.