



Terms of Trade

1 General

1.1 In these Conditions of Sale the term "the Company" shall mean **Hamac (NI) Limited** and the term "the Customer" shall mean the person or corporation placing an order with the Company for the purchase of its products.

1.2 All orders accepted by the Company shall be deemed to incorporate these conditions. No variation of addition or substitution for these Conditions even if included or referred to in the documents or other communication which placed the order shall be binding on the Company unless specifically accepted by the Company in writing.

2. Delivery

2.1 The time quoted for the delivery of the products shall not be of the essence and the Company shall not be liable for any loss, injury damage or expenses consequent upon any delay in delivery of products.

2.2 The Company shall not be liable for any failure to deliver at the agreed time or at all in the event of any contingency beyond the Company's control.

2.3 The Company shall not be liable for any damage, discrepancy or shortage in the products unless the customer notifies both the Company and the Carrier within 48 hours of the time of delivery of the products. In the event of total failure of the products to reach their destination the Company shall not be liable unless the Customer notifies the Company within seven (7) days after the date of delivery.

3. Quantity

From time to time, the Company cannot guarantee to deliver the exact quantity of products which the Customer orders and deliveries may be more or less than the quantity ordered. This shall constitute performance of the order, and the amount under or over run will be deducted or charged for pro rata.

4. Specifications

Information regarding weights, measurements, powers, capacities, performance and other data generally relating to the Company's products contained in the advertising, catalogues, price lists, illustrations or other similar matter submitted to the Customer whilst given in good faith, must be regarded only as approximate and intend to present to the Customer a general guide, the accuracy of which the Customer must test for itself. The Customer shall be deemed to rely upon its own judgement as to the nature and quality of the Company's products and their suitability for its purposes and not upon any representation made by the Company, its servants or agents either orally or in writing (including any advertisements).

5. Warranty

So far as may be permitted by law:

- a) all representations or terms not expressly set out in these Conditions are hereby excluded;
- b) the Company shall be under no liability whatsoever to the Customer in respect of any representations or terms not expressly set out in these conditions.
- c) insofar as the Customer may have any claim for damages against the Company at law (it being the intention hereof that no such damages may be recovered) the same shall not include damages for indirect or consequential loss of any kind and shall in any event be limited to the cost of replacement of the product.

6. Cancellation

- a) No cancellation of all or any part of any order received by the Company shall be effective unless such cancellation be accepted in writing by the Company as a result of acting upon the order of the Customer.

7. Returns

7.1 Goods will be accepted for return and credited provided the following conditions are met) Prior consent for return must be obtained from the Company and a goods returned docket number must be obtained and quoted in all correspondence.

- b) The Packing Slip or Invoice number is provided to the Company.
- c) The arrangement for return was made within seven (7) days of the goods being delivered, in writing specifying all details.
- d) The goods are returned unused, and in good resaleable order.

7.2 If it is the Customer's choice to return the product, and the Company uplift it, a charge will be deducted from the credit to cover the cost of freight.

7.3 Where the Customer orders a product or variation of a product which is not a manufacturers standard stock item there can be no returns unless prior arrangements have been made with the Company.

8. Trading Terms and Conditions

8.1 Unless otherwise agreed in writing the price for the products shall be the Company's price ruling at the date of despatch.

8.2 All goods supplied are on a C.O.D. basis unless an account for Credit has been established with the Company prior to the delivery of any order. All accounts are to be paid by the 20th day of the month following delivery of goods, unless otherwise agreed. The Company may at its discretion suspend or stop the account if payment is not made by due date. Upon suspension or stopping, payments for all outstanding amounts becomes due and payable and the account may be required to be brought up to current.

8.3 In the event of the Customer failing to pay the full amount due under any invoice within the time allowed for payment as abovementioned:

a) the Company shall be entitled at any time to withhold delivery of any other products to be delivered under the same or any other contract, order of agreement, between it and the Customer and the Company reserves the right upon giving notice to the Customer to cancel or rescind any such contract, order of agreement under which further delivery of products remain to be made.

b) The Company may at its discretion pass any outstanding account to an appropriate collection agency and the Customer shall be liable for all costs incurred in recovery of the debt.

8.4 Where applicable, Goods and Services Tax G.S.T. will be charged in addition to the quoted price.

9 Risk And Title

9.1 The risks in the products shall pass to the Customer immediately upon despatch of the products by the Company (unless otherwise agreed) but ownership in them shall not pass to the Customer until the Customer has discharged all outstanding indebtedness to the Company whatsoever.

9.2 Until payment in full of such indebtedness has been made, the Customer acknowledges and agrees that:

a) the products supplied are held by the customer bailee to be sold by its agent for and on behalf of the Company;

b) the Customer shall if directed by the Company store the products supplied in such a way that it is clear that they are the property of the Company;

c) the Customer hereby irrevocably gives the Company its agents and servants, leave and licence without the necessity of giving any notice to enter on and into any premises occupied by the Customer to search for and remove any of the products supplied to the Customer or in which the Company has ownership as aforesaid without in any way being liable to the Customer or any person or company claiming through the Customer and if the products are wholly or partially attached to or incorporated in any other goods, the Company may where practical disconnect or sever in any way whatsoever as may be necessary to remove the products;

d) If the products have been resold by the Customer prior to payment in full of the outstanding indebtedness of the Customer and/or the products have become part of other goods, then the proceeds of such resale shall be the property of the Company (but only to the extent necessary to discharge such outstanding indebtedness), and shall be kept by the Customer in a separate account to be held in trust for the Company;

e) all costs incurred in any debt recovery shall be payable by the Customer.

10. Legal

This agreement shall be subject to the laws of New Zealand.

11. Variation of Conditions

These or any of these Conditions of Sale can only be varied by agreement in writing notified by the Company.