

Terms and Conditions

1. What is the purpose of this contract?

- 1.1 This contract sets out the terms and conditions that apply when you ("you" and "your") decide to purchase products from New Zealand Wire and Mesh Ltd trading also as Wire Displays ("we", "us" and "our").

2. If you open an account with us what information about you can we collect?

- 2.1 You agree that we may obtain information about you to assess your credit worthiness and enforce any rights under this contract.
- 2.2 You agree that we may give that information to any person for the above purposes, but you may, in writing, withdraw your consent at any time.
- 2.3 You may access any information that we hold about you and ask us to correct any mistakes in it.

3. What are our products?

- 3.1 In these terms and conditions "products" means and includes, without limitation, the following:
- the supply of products manufactured from steel wire, tube, plate, sheet, and other materials as may be required from time-to-time and
 - all products identified in any order form, supply request, job sheet, email, quotation or invoice issued by us to you; such documents being deemed to be incorporated into and forming part of our contract with you.

4. What is the price?

- 4.1 The price is the cost of the products as agreed between you and us.
- 4.2 If no price is stated in writing, the products will be treated as supplied at the current cost that we agreed to supply those products for at the time of our contract with you.

5. What and when must you pay us?

- 5.1 You agree to pay us as follows:
- on or before the 20th day of the month following the date of our invoice ("the due date") by direct bank transfer unless agreed otherwise in writing by us.
 - a deposit if specifically requested in the case of significantly sized projects which may require a personal guarantee.
- 5.2 With respect to invoices not paid by their due date, we may charge interest on any amount you owe us after the due date at the rate of 2.5% per month or part month; and you agree to pay any costs, including debt collection and legal costs which we may incur as a consequence of having to enforce any of our rights contained in our contract with you.

6. What happens when we give you a quotation?

- 6.1 When we give a quotation for products:
- unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue.
 - the quotation is ex our factory exclusive of goods and services tax unless specifically stated to the contrary.
 - we reserve the right to alter the quotation prior to acceptance because of circumstances beyond our control.
 - any quotation is subject to the terms and conditions contained herein
 - when products are required in addition to the quotation, you agree to pay for the additional cost of such products.

7. When does delivery occur?

- 7.1 We are responsible for the products until they leave our factory or, where specified, are given or delivered to you on your site. Thereafter you are responsible for insurance. All products will be invoiced upon despatch from our factory.
- 7.2 The time stated for delivery is an estimate only and it is agreed we are not responsible or liable for any delay in the delivery of the products.

8. What security rights do we have?

- 8.1 Until you have paid us in full for the products supplied, we retain ownership of the products we have supplied you.
- 8.2 Until you have paid us in full for the products supplied, it is agreed that, pursuant to the Personal Property Securities Act 1999, we have a security interest in all products supplied by us to you.
- 8.3 If the products are attached, fixed or incorporated into any property by way of any manufacturing or assembly process, title in the products shall remain with us until you have made payment for all products supplied and when those products are mixed with other property so as to be part of or a constituent of any new products, title to the new products shall be deemed to be assigned to us as security for the full satisfaction by you of the full amount owing between you and us.
- 8.4 You give us an irrevocable authority and licence to enter any premises occupied on which the products are situated at any reasonable time after default or before default if we consider a default is likely to occur or the products are "at risk" and remove and repossess any products and any other property to which products are attached or in which products are incorporated ("the repossession").

8.5 We are not liable for any costs, damages, expenses or losses incurred by you or any third party or liable in contract or in tort as a result of the repossession and you agree to indemnify us for any costs, damages, expenses or losses incurred as a consequence of the repossession.

8.6 Following repossession we are entitled to sell the repossessed products and property or retain the repossessed products and property and give credit for such reasonable amount as we shall determine.

9. Does a warranty apply?

9.1 Any written warranty that we provide to you will also form part of this contract.

9.2 Any claim in respect of defects in the products or non-conformity with your order must be submitted in writing setting out the alleged problem with the products/order within 7 days of the date of delivery.

10. What is the limitation on our liability?

10.1 Where you are in trade and acquire products or services from us in trade, both parties agree to contract out of the provisions of the Consumer Guarantees Act 1993 ("CGA").

10.2 If you are the final consumer, the Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Sales of Goods Act 1908 and other statutes may imply guarantees, warranties or conditions or impose obligations upon us that cannot by law be excluded.

10.3 However, subject to clause 10.2, it is agreed that we are not liable to you for any loss or damage of any kind whatsoever arising from the supply of products by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence) or otherwise.

11.0 Who owns Intellectual Property rights?

11.1 Where we have designed or drawn products for you, then the copyright in those designs and drawings and documents shall remain vested in us and shall only be used by you at our discretion.

11.2 You warrant that all designs or instructions you provide to us will not cause us to infringe any patent, registered design or trademark in the execution of your order and you indemnify us against any action taken by a third party against us in respect of any such infringement.

12.0 Can the contract be terminated?

12.1 We may terminate this contract if:

- you become unable to pay your debts as they fall due or otherwise become insolvent or bankrupt.
- you have a receiver or manager appointed in relation to all or part of your assets, commence liquidation or are placed in statutory management.
- you fail to pay any amount owing to us by the due date.

12.2 On termination, all monies will immediately become due and payable to us and we may cancel any order outstanding at the date of termination.

13.0. What also are you agreeing to?

13.1 We may cancel any contract to which these terms and conditions apply or cancel delivery of products at any time before the products are delivered by giving written notice to you. On giving such notice we will repay you any sums paid in respect of the price. We will not be liable for any loss or damage whatsoever arising from such cancellation. In the event that you cancel delivery of the products you will be liable for any loss incurred by us (including, but not limited to, any loss of profits) up to the time of cancellation. Cancellation of orders for products made to your specifications or non-stocklist items will not be accepted once production has commenced.

13.2 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.

13.3 If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.

13.4 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced, or impaired.

13.5 It is agreed that these terms and conditions are subject exclusively to New Zealand law and should any dispute arise are to be determined within New Zealand jurisdiction only.



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WireDisplays