

Terms and conditions

Mainland Gas Struts Limited ("MGS") supplies all Goods described in the Invoice to you as the Customer subject to the following terms and conditions.

1. Definitions

"CGA" means the Consumer Guarantees Act 1993.

"Consumer" means a consumer defined by section 2 of the CGA.

"Customer" means the Customer (or any person acting on behalf of and with the authority of the Customer) as described on an Invoice, quotation, or work authorisation.

"Goods" means all good supplied by MGS to the Customer.

"Invoice" means the invoice for the supply of Goods from MGS to the Customer.

2. Acceptance

The placing by a Customer of an order for Goods will be deemed to be an acceptance by the Customer of these terms and conditions.

3. GST

If Goods and Services Tax or other taxes are payable on Goods or services supplied or on any amount payable by the Customer to MGS, the Customer shall pay such tax in addition to any other amount due under these terms and conditions.

4. Terms of Payment

4.1 Payment is due within 7 calendar days of the date of the invoice.

4.2 Where the Customer fails to make payment within 30 days after the due date, the Customer may, at MGS' sole discretion (without prejudice to MGS' other rights or remedies under these terms and conditions) be liable to compensate MGS by immediately making payment as liquidated damages (in addition to the amount due) of interest on the amount due from the due date until the date of actual payment at a rate equal to 1.5% per month.

5. Ownership and Risk

5.1 Notwithstanding that ownership in the Goods may not have passed to the Customer, risk in the Goods shall pass to the Customer when the Goods are on the Customer's premises.

5.2 Legal and beneficial ownership of any and all Goods shall remain with MGS, until payment in full is made for them and for all other Goods supplied by MGS to the Customer.

6. Supply for Business Purpose

If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the CGA do not apply to the supply of Goods by MGS to the Customer.

7. Warranties and Conditions

7.1 This clause 7 shall apply where the Customer is not a Consumer.

7.2 Except as provided in any express written warranty given by MGS, no warranty or condition shall be implied against MGS by any statute, at common law or otherwise and no representation, express condition, warranty or variation of these terms and conditions shall be binding on MGS unless it is in writing and signed by MGS.

8. Guarantees and Conditions

8.1 This clause 8 shall apply where the Customer is a Consumer.

8.2 Subject to the rights and remedies contained in the CGA, if, as the result of some fault on MGS' part, the Goods supplied are defective in that:

a. they are not of acceptable quality; or

b. they are not reasonably fit for any particular communicated purpose where the Consumer has reasonably relied on MGS' skill or judgement; or then the Consumer must notify MGS within seven (7) days of when such defect was discovered or ought to have been discovered and, where possible, return the Goods to MGS.

8.3 Where appropriate, MGS will (at its sole discretion but subject to clause 8.4) remedy the defect by way of repair, replacement or (if necessary) refund.

8.4 Where the defect cannot be remedied or is of a substantial character (as defined in the CGA), MGS will refund the Consumer's money or replace the Goods, or compensate the Consumer for the amount of any reduction in value of the Goods below the price paid or payable.

8.5 With the exception of the relevant statutory warranties contained in the CGA, no warranty or condition shall be implied against MGS by any other statute, at common law or otherwise and no representation, express condition, warranty or variation of these terms and conditions shall be binding on MGS unless it is in writing and signed for, or on behalf of MGS.

9. Claims

9.1 Where Goods are returned by the Customer then MGS may, in its sole discretion, repair the Goods or make a reasonable allowance on the purchase from MGS for replacement Goods, provided that the following conditions are met:

- a. all claims must be received by MGS within seven (7) days of delivery of the Goods;
- b. all claims must be accompanied by the number and date of supplying invoices;
- c. all claims must specifically identify the defect and be accompanied by the defective Goods; and
- d. MGS shall have a reasonable opportunity to investigate the claim, provided that this clause 9.1 shall not prevent a Customer who is a Consumer from exercising any remedies that Customer may have under the CGA.

9.2 Goods returned (whether to remedy a defect or otherwise) must be returned free into MGS' store, all transportation charges, insurance, taxes, duties and additional charges being borne by the Customer.

9.3 If claims are not received in accordance with the requirements specified in clause 9.1 the Customer shall be conclusively deemed to have accepted the Goods, and MGS shall not incur any subsequent liability whatsoever in relation to the Goods.

10. imitation of Liability

10.1 MGS' liability in any case of defect or fault, shall be limited to the purchase price of the Goods in respect of which such liability arises. MGS shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and howsoever arising, provided that this clause 10.1 shall not prevent a Customer who is a Consumer from exercising any remedies that Customer may have under the CGA.

10.2 TTSL shall not be responsible for any damage whatsoever caused either to the Goods supplied or as a result of the malfunction of such Goods if:

- a. the Goods are fitted by unqualified tradesperson or in an un-tradesmanlike manner; or
- b. the Goods are in any way adapted to a use for which they are not specifically intended; or
- c. the Goods are added to or repaired using components not recommended or approved by the manufacturer of such Goods.

11. Severability

If any of these terms and conditions is held by a Court to be ineffective by virtue of non-registration, illegality or otherwise, then such condition, or part of it, shall be severed from

all other conditions without affecting the validity or enforceability of all other conditions or part of them.

12. Acknowledgment

The Customer acknowledges that it has received a copy of these terms and conditions.

13. Governing Law

The law of New Zealand shall govern all contracts and the Customer hereby submits to the exclusive jurisdiction of the New Zealand courts.