



# SEFAR FILTER SPECIALISTS LTD TERMS & CONDITIONS OF TRADE

## 1 - DEFINITIONS

1.1 "Seller" shall mean SEFAR FILTER SPECIALISTS LTD and any company, which is directly or indirectly a subsidiary of SEFAR FILTER SPECIALISTS LTD and any duly authorised agent.  
1.2 "Customer" shall mean the person, authorised agent or legal entity described in the application, or stated on the invoice or order form, buying goods and/or services from SEFAR FILTER SPECIALISTS LTD.

1.3 "Goods" has the same meaning as section 2 of the Sale of Goods Act 1908 and is any goods provided by the seller to the customer, including all filter fabric and metal mesh products sold to the Customer for industrial use, and any accessories and associated products.

1.4 "Services" shall mean all services supplied by the seller to the customer and includes any recommendations or advice.

1.5 "Price" shall mean the purchase price of the goods, services and any other costs.

1.6 "Contract" has the meaning given to that term in clause 2.1.

## 2 - CONTRACT

2.1 These terms and conditions together with the company's confirmation of order (if any) and the provisions of a quotation (if any) shall constitute the Contract between the Customer and the Seller for the sale and purchase of Goods and/or Services.

2.2 No agent or representative of the Seller is authorized to make any representations, warranties, conditions or contracts not expressly confirmed by the Seller in writing and the Seller is not in any way bound by any such unauthorized statements nor can any such statements be taken to form part of the Contract or part of a contract with the Seller collateral to the Contract.

## 3 - ACCEPTANCE

3.1 Any instructions received by the seller from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

3.2 No agent or representative of the seller is permitted to make any such agreements, representations, conditions or warranties not expressly confirmed by the seller in writing.

## 4 - PRIVACY ACT 1993

4.1 The customer permits the seller to collect, use and retain any information concerning the customer, for the purpose of assessing the customer's credit worthiness, to enforce any rights under this contract, or the marketing of any goods and services provided by the seller to any other party.

4.2 The customer permits the seller to disclose information obtained to any person for the purposes set out in clause 3.1.

## 5 - PAYMENT TERMS

5.1 Once goods or services are ordered payment shall be made according to the terms and conditions stated herein whether or not the goods or services have been delivered and this contract cannot be cancelled except where allowed at law.

5.2 Payment for goods shall be made in full on or before the 20th day of the month following date of invoice.

5.3 Interest at the rate of 1.5% per month above the seller's current overdraft rate, with their principal registered bank or part thereof may be charged on any amount owing after the due date.

5.4 Any disbursements, expenses and legal costs incurred by the seller for default in payment shall be paid by the customer, including any debt collection agency fees, court costs or solicitor's fees.

5.5 Payment will be accepted by cash, cheque, electronic banking, credit card or by any other method as agreed in writing by the seller.

## 6 - PRICE

6.1 Prices unless otherwise stated, do not include goods and services tax, freight or insurance charges, which if applicable, will be an extra charge to the customer.

6.2 Price will be specified on the invoice or quotation and will be the current price at time of delivery.

## 7 - RISK AND DELIVERY

7.1 The goods remain at the sellers risk until the delivery to the customer, but when title passes to the customer the goods are at the customers risk no matter if delivery has been made or not.

7.2 Delivery of goods shall be deemed complete when the seller gives possession of the goods for delivery to the customer, or possession of the goods is given to a general carrier, for delivery to the customer.

7.3 The Seller may at its discretion make delivery by instalments. Where the seller delivers goods to the customer by instalments and the seller fails to deliver one or more instalments, the customer shall not have the right to recant the contract.

## 8 - DELAY

8.1 The Seller shall not be liable under any circumstances for any loss or damage (including consequential loss) for late or non-delivery of the Goods or performance of Services.

8.2 If a time for delivery of the Goods or performance of Services is quoted by the Seller the time shall be an approximate time only and shall not be deemed to be of the essence of the Contract.

## 9 - RETENTION OF TITLE

9.1 Title in the goods passes to the customer when the customer has made payment in full for all goods supplied by the seller.

9.2 The customer gives necessary authority to the seller to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. The seller shall not be liable for damages, costs or expenses or any other losses suffered by the customer as a result of this action.

## 10 - LIMITATION OF LIABILITY

10.1 The seller shall not be liable for loss of profits, or any consequential indirect loss, or damage of any kind arising directly or indirectly from any breach of the seller's obligation under this contract or in tort.

10.2 Where the seller is liable to the customer, the maximum cost of any liability shall not exceed the value of the goods or services provided by the seller to the customer.

## 11 - NON-WAIVER

11.1 Failure by the seller to enforce any of the terms & conditions contained in this contract shall not be deemed to be a waiver of any of the rights the seller has in this contract and is not liable for any indirect loss or expense to the customer.

## 12 - FORCE MAJEURE

12.1 The seller shall not be liable for failure or delay to perform its obligations if the delay or failure is beyond its control.

## 13 - CONSUMER GUARANTEES ACT 1993

13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded if the customer acquires goods or services from the seller for the purposes of a business.  
13.2 If the customer sells the goods to a third party, the customer shall indemnify the seller for any losses incurred due to third party claims against the seller.

## 14 - JURISDICTION

14.1 The contract shall in all respects be deemed to be a contract made in New Zealand and New Zealand law shall govern the validity, construction and performance of the contract.

## 15 - RETURN OF GOODS

15.1 The customer shall be deemed to have accepted the goods unless the customer notifies the seller otherwise within 14 days of delivery of the goods to the customer.  
15.2 If the goods are not accepted according to the previous clause of this contract the customer shall pay for the delivery of the returned goods to the seller.  
15.3 The seller will not accept product returned for credit that is in anyway damaged, or not of merchantable quality, or product that has been specially manufactured or procured for the customer.  
15.4 At the sellers discretion defective goods will be replaced or refunded by the seller if the customer has notified the seller within 14 days of delivery.

## 16 - PAYMENT DEFAULT

16.1 The Customer shall be responsible for all costs and/or expenses incurred by the Seller in instructing a solicitor and/or debt collecting agency to recover any amount overdue for payment and such costs and expenses shall bear interest at the default penalty rate then being charged by the Seller pursuant to clause 5.3 above from the date upon which they are paid or incurred by the Seller to and including the date upon which the Customer shall pay or reimburse the Seller.

## 17 - PERSONAL PROPERTY SECURITIES ACT 1999

17.1 As security for payment of the purchase money due by the Customer to the Seller under each Contract for the sale and purchase of Goods, the Customer, for value received, grants the Seller a security interest in those Goods.  
17.2 The Customer agrees that the Seller may take whatever action required by the Seller to ensure that it has priority under the PPSA and agree to indemnify the Seller for any costs it incurs in doing this. For example, the Seller may register a financing statement at the Customer's cost.  
17.3 The Customer waives any right to receive a copy of a verification statement under the PPSA and agrees that, in respect of any arrangement with the Seller:  
(a) The Customer shall have no rights under (or by reference to) sections 114(1) or 133 of the PPSA;  
(b) the provisions of Part 9 of the PPSA which are for the benefit of the Customer, or place obligations on the Seller, shall apply only to the extent that either they are mandatory or the Company agrees to their application; and  
(c) where the Seller has rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply.  
17.4 The Customer agrees to procure, immediately on request from the Seller, from any person considered by the Seller to be relevant to the Seller's security position such agreements and waivers as the Seller may at any time require.

## 18 - ASSIGNMENT

18.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of the seller.

## 19 - CANCELLATION

19.1 The seller may cancel these terms and conditions or cancel delivery of goods and services at any time before the goods are delivered by giving written notice. The seller shall not be liable for any loss or damage arising from such cancellation.  
19.2 The customer may cancel delivery of goods at the seller's sole discretion and will be liable for any costs incurred by the seller.

## 20 - WARRANTY

20.1 The seller's sole obligation under this warranty is to repair or replace, at our option, any product or any parts thereof found to be defective. The seller makes no other representation or warranty, express or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose.

## 21 - MISCELLANEOUS

21.1 If anything in this agreement is unenforceable, illegal or void it is severed and the rest of this agreement remains in force.  
21.2 The customer may not claim any counter claim or set-off against any payments due by it to the seller.  
21.3 Under no circumstances shall the liability of the seller exceed the price of the goods in the event of a breach of this contract.  
21.4 No waiver of any breach or failure to enforce any provision of these terms and conditions by the Seller shall in any way affect, limit or waive the Seller's right subsequently to enforce these terms and conditions of trade.  
21.5 If there is any inconsistency between these terms and conditions and any order submitted by the Customer (whether in writing, verbally or by electronic data interchange) or any other arrangement between the parties, these terms and conditions prevail unless otherwise agreed in writing by the parties.  
21.6 The Customer may not assign any of his rights or obligations under these terms and conditions without the prior written consent of the Seller, which consent may be withheld at the Seller's sole discretion.