

TERMS & CONDITIONS OF SALE

Orders

Orders accepted by Water Supply Products Ltd will be subject to the following terms & conditions of sale.

Payment:

Payment is due by the 20th of the month following date of invoice and if unpaid, the Customer shall pay penalty interest of 15% Per Annum, from the date of purchase until payment in full, calculated monthly on the balance outstanding on overdue accounts. Such interest (if unpaid) shall be capitalized monthly. The Company shall be entitled to recover in addition to interest charged as above, such reasonable costs including solicitor and debt collection costs as it may incur by reason of delay in payment. **Also**, any discount as applied to the original invoice shall be forfeit in the event of late payment.

Goods Returned

Goods may be returned for credit within 30 days of delivery, free into store in original packing, in an unsoiled, undamaged and reusable condition. Returns are to be accompanied by our packing slip or Invoice. A restocking fee of 15% will apply to all goods returned after seven days from delivery to your store. No goods will be accepted for credit after 30 days unless prior arrangement has been made. Indent products or special products are not returnable for credit.

Delivery of Goods

All prices are ex Auckland or Christchurch warehouse. All orders at standard discounts over \$100.00 Nett, excluding GST will be delivered freight paid by normal freighting method. In the event of loss or damage in transit or a shortfall in the specified quantity of the goods, the Customer is responsible for advising the company in writing immediately, the particulars of the consignment and the nature of the loss or damage. No claims will be accepted after 5 working days.

Ownership

Ownership in the Goods shall not pass upon delivery, but shall remain with us until full payment for all monies owing by you to us has been made. Until all monies have been paid: (a) You will hold the Goods for us in a manner which enables them to be identified as our Goods. As you agent, we (and our employees and agents) may, without prior notice, enter any land or premises where the Goods are kept in order to take possession of and/or remove them and you indemnify us against any liability incurred in connection with such entry, taking of possession and removal (b) If you sell or use any Goods, the proceeds of sale or use (in whatever form) shall be our property and you must pay all such proceeds to us or otherwise deal with such proceeds as we direct (c) If we take possession of any Goods in accordance with this clause, we may sell or dispose of those Goods in such manner and generally on such terms and conditions as we think fit. You and we agree that section 109 (1) of the PPSA is contracted out of in respect of particular Goods if and only for so long as we are not the secured party with priority over all other secured parties in respect of those Goods.

Pricing & Price Changes:

All prices quoted are exclusive of GST. Prices referred to are for trading purposes only and there is no obligation to comply with these prices. All prices are subject to change without notice.

Guarantees & Liabilities:

As per manufacturers' specifications, the Company will repair or replace any or all material parts found to be defective within the guarantee period without charge, provided it has been installed and used in accordance with Manufacturers or Company's instructions. No allowance will be made on any equipment for labour, freight or consequential damages: only the cost of the defective product. Where it is part of a contract that goods meet certain specifications, Water Supply Products Ltd will not be liable for any claim once goods are accepted by the buyer but later found not to comply with the requirements of the contract.

Definitions: In the above paragraphs.

"The Company" means **Water Supply Products Limited**.

"The Customer" means the person (s), company, organisation, trader or partnership which or who holds the account with **Water Supply Products Limited**.

"The Act" or "PPSA" means **The Personal Property Securities Act 1999**

"Goods" means any items and /or services supplied by **Water Supply Products Limited** and /or its Sub-Contractors