

# Terms and Conditions

## 1 Interpretation

In these conditions, unless the contrary intention appears:

contract means any contract or agreement whatsoever made by Murray Gane Plumbing to supply any goods or services to the customer, whether resulting from the acceptance by Murray Gane Plumbing of an order given by the customer or otherwise; contract price means the total of the prices specified for the Supply by MURRAY GANE PLUMBING to the customer;

Murray Gane Plumbing means Murray Gane Plumbing, Bond Road, Te Awamutu 3800, New Zealand.

Customer means the customer of Murray Gane Plumbing who buys goods or to whom Murray Gane Plumbing supplies any services;

Goods mean any or all of the products the subject of Supply by Murray Gane Plumbing to a customer;

GST means a tax payable on a Supply;

Order means any offer to purchase the goods from Murray Gane Plumbing made by a customer;

Price means, in relation to any goods, the price of those goods;

Services means any or all of the services (if any) the subject of Supply by Murray Gane Plumbing to a customer;

Supply means the supply of any goods, services or other things the subject of any contract; and

Tax means sales tax, GST, value added tax, retail tax or any other tax or duty that may be imposed on or in relation to any Supply.

## 2 Conditions

These conditions:

- (a) will form part of any contract;
- (b) will apply to any Supply by Murray Gane Plumbing , whether in accordance with any order, contract, or otherwise; and
- (c) may be varied only by writing signed by an authorised officer of Murray Gane Plumbing .

### 3 Terms of Payment

Time for payment of the price for any Supply is of the essence in any contract. If Murray Gane Plumbing :

- (a) accepts an order, and Murray Gane Plumbing has not agreed in writing to extend credit to the customer, the customer must pay the contract price to Murray Gane Plumbing in full on delivery of the goods or services; or
- (b) has agreed in writing to extend credit to the customer, the customer must pay the contract price to Murray Gane Plumbing in full prior to the end of the month following the date of the invoice sent by Murray Gane Plumbing in relation to that Supply.

### 4 Delivery and Costs

Murray Gane Plumbing may, but is not obliged to, deliver the goods to the customer's premises, in accordance with Murray Gane Plumbing usual practices, but if:

- (a) the customer requests another method of delivery; or
- (b) Murray Gane Plumbing elects to use an independent courier to deliver the goods, Murray Gane Plumbing may arrange another form of transport with that independent courier by a separate contract, and the customer must pay to Murray Gane Plumbing on demand any costs of that courier incurred by Murray Gane Plumbing.

### 5 Title and Property

The title to and property in the goods will not pass from Murray Gane Plumbing to the customer until the customer has paid the contract price in full (other than the costs of any independent courier referred to in clause

4) to Murray Gane Plumbing in accordance with these conditions. Until then, the customer must possess the goods as a trustee, and must not resell or transfer possession of the goods. If the customer:

- (a) fails to pay the contract price in full when due;
- (b) pays for the goods by cheque (in whole or in part) and that cheque is not met on presentation;
- (c) commits any act of bankruptcy, becomes bankrupt, or is insolvent under administration, as defined in section 9 of the Corporations Law;
- (d) is or becomes insolvent within that meaning as given by any of section 9, subsection 95A(2) or section 922 of the Corporations Law; or

(e) has a controller appointed, as defined in section 9 of the Corporations Law, in respect of any of the customer's property;

Murray Gane Plumbing may

- (1) enter onto the premises where the goods are situated; and
- (2) repossess the goods, notwithstanding that the goods may have been affixed to any structure by Murray Gane Plumbing or the customer, and if necessary for that purpose, may sever the goods from any structure to which they may have been affixed.

The customer must also indemnify and keep Murray Gane Plumbing indemnified against, and pay to Murray Gane Plumbing, all expenses, losses and damages incurred or sustained by Murray Gane Plumbing as a result of, or in relation, to Murray Gane Plumbing exercising its rights under:

- (a) this clause;
- (b) under any other term, express or implied, of these conditions; or
- (c) otherwise at law or in equity, and any bank or other costs, charges or expenses incurred by Murray Gane Plumbing resulting from any customer's cheque not being met on presentation.

## 6 Returns Policy

Subject to the requirements of any law, Murray Gane Plumbing :

- (a) may consider, but is not obliged to allow, goods to be returned for credit, if:
  - (1) the goods are returned in good and resalable condition, in the original packaging;
  - (2) the customer first pays all freight and other charges to deliver the goods to Murray Gane Plumbing premises and Murray Gane Plumbing will not accept any goods sent. or pay for, "freight forward"; and
  - (3) the customer first supplies to Murray Gane Plumbing the original invoice number and date of supply.
- (b) may, in its sole discretion, allow the following credits for goods returned:
  - (1) for goods returned within 30 days of invoice - full credit;
  - (2) for goods returned between 30 and 60 days of invoice - invoice value less 15%; and
  - (3) for goods returned after 60 days - no credit (unless Murray Gane Plumbing agrees otherwise. In its sole discretion).
- (c) will not allow credits for:
  - (1) any goods:
    - specifically cut to length;

- specifically made, treated or purchased for the customer:
  - damaged or altered in any way by the customer; or
  - being electrical or non-stock lines; or
- (3) any freight and delivery fees.

If Murray Gane Plumbing accepts any goods returned for credit:

- (a) Murray Gane Plumbing may issue a credit note after it has inspected the goods and found them satisfactory, in its sole discretion; and
- (b) if Murray Gane Plumbing decides not to issue a credit note, Murray Gane Plumbing will:
- (1) so inform the customer; and
  - (2) make the goods made available at Murray Gane Plumbing premises for the customer to collect.

## 7 Shortages

The customer must report all shortages of goods from the quantities described in the invoice within 24 hours of delivery of the goods otherwise the customer may not make any claim against Murray Gane Plumbing for any such shortages.

## 8 Consequential Loss

The customer's sole remedy for any defective goods or services will be the repair or replacement of the defective goods or for the re-supply of the defective services. Murray Gane Plumbing liability for any breach of any warranty or of any term, express or implied, of any contract in relation to any Supply, will not extend in any circumstances to loss of profits, or other economic loss, or to loss arising from negligence or any other tort, in any case, whether direct, indirect, special, consequential or otherwise.

## 9 Insurance

Notwithstanding clauses 4 and 5, the goods will be at the customer's risk after they leave Murray Gane Plumbing premises. If the customer requests it in writing, Murray Gane Plumbing may, at the customer's expense, insure the goods.

## 10 Taxes

Unless otherwise expressly agreed by, or shown on an invoice issued by, Murray Gane Plumbing, the prices specified do not include Taxes. The customer must bear and pay all such Taxes.

## 11 Limitation of Liability

Except as otherwise expressly provided in these conditions, and subject to the succeeding paragraphs, Murray Gane Plumbing excludes all statements, representations, warranties,

conditions, promises, undertakings, and other provisions, express or implied (and whether implied by law (including Act of Parliament) or otherwise), relating to the order, the goods or services (whether as to their quality, fitness for any purpose, correspondence with any description or sample or otherwise), or their delivery, being provisions that might otherwise form part of these conditions, or any contract, or be collateral to or form part of any agreement that is collateral to these conditions, or any contract. to the next paragraph, Murray Gane Plumbing will not be liable to compensate or indemnify the customer for any loss or damage suffered or incurred by the customer in relation to the order, the goods, or the services, or their delivery, mis-delivery or non-delivery (including but not limited to any loss of profits or other economic loss or to loss arising from negligence or any other tort, in any case, whether direct, indirect, consequential or otherwise). These conditions do not, and no provisions of these conditions purports to, exclude, restrict or modify or have effect of excluding, restricting or modifying:

- (a) the application in relation to the supply of the goods or services of any provision of the Trade Practices Act 1974 or of any similar State or Federal legislation that may not be excluded, restricted or modified;
- (b) the exercise of a right conferred by such provision; or
- (c) subject to the next paragraph, any liability of Murray Gane Plumbing for breach of a condition or warranty implied by such a provision. Murray Gane Plumbing liability for a breach of a condition or warranty implied by a provision of Division 2 of Part V of the Trade Practices Act 1974, or of any similar State or Federal legislation where Murray Gane Plumbing may similarly limit its liability, will be limited to any one of the following:

(a) in the case of goods:

- (1) the replacement of the relevant goods or the supply of equivalent goods;
- (2) the repair of the relevant goods;
- (3) the payment of the cost of replacing the relevant goods, or of acquiring equivalent goods; or
- (4) the payment of the cost of having the relevant goods repaired; and

(b) in the case of services:

- (1) the supply of the services again; or
- (2) the payment of the cost of having the relevant services supplied again, and Murray Gane Plumbing in its sole discretion determine which of the foregoing limits will apply in any case.

## **12 Governing Law**

Any Supply by Murray Gane Plumbing to the customer, and these conditions, will be governed by the laws of or applicable in place where the goods are delivered or the services are supplied to the customer.