

Terms and Conditions of Sale

Ansutek Commercial Limited



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Terms of Trade

Ansutek Commercial Limited

General

Any order accepted by Ansutek Commercial Limited or its subsidiaries (hereinafter called "the Company") shall be deemed to incorporate these terms and conditions. No variation or modification of, or substitution for these terms and conditions (even if included in, or referred to in, the document placing the order) shall be binding on the Company, unless previously and specifically accepted by the Company in writing. The Company reserves the right to change these terms of trade without prior notice.

Prices

Unless otherwise agreed in writing by the Company, the Company reserves the right to vary the price stated for the goods in order to take into account of any increase in wages, salaries or costs of materials, services or exchange fluctuations between the date of the order and the date of delivery. All prices listed are GST and freight exclusive unless otherwise stated and are subject to change without notice.

Payment Terms Checkweighers and Capital Equipment

Checkweighers and orders over NZ Dollars \$5000.00 are 50% Balance of invoice with order Balance of Payment prior to Shipping to Customer.

Equipment Returns

Checkweighers and all items/equipment valued over NZ Dollars \$5000.00 are sold on a non-refundable policy.

Ansutek Terms of Credit Parts and Consumables for Account Customers

Payment for purchases must be made by the 20th of the month following delivery. Any invoice that is not paid by the 20th of the month following invoice date is deemed to be overdue. Supply on credit will be stopped on overdue accounts.

If a settlement of the overdue amount is not made, the debt may be passed on to an appropriate collection agency. All collection costs including collection agency and actual solicitors' costs will be added to the outstanding debt. The Company reserves the right to charge interest at the rate of 1.5 % per month on any overdue portion of the account.

Title of the goods shall pass to the Customer only upon payment in full to the Company. The acceptance by the Company of any cheque or negotiable instrument shall not constitute payment unless and until the same has been honoured.

In addition to any right or lien to which the Company may be by law entitled, the Company shall (in the event of the customers insolvency or going into receivership) be entitled to a general lien on all goods of the customer in the Company's possession (although such goods or some of them may have been paid for) for the unpaid price of any goods sold or delivered to the customer by the Company under the same or any other contract.

Credit Information

The customer authorizes the Company to both seek, and to provide, credit information in relation to the customer from time to time, to, or with, any third party.

Where the Purchaser is an individual the Purchaser irrevocably authorizes the Company to obtain from any third party such information in respect of the Purchaser as the Company may require in connection with its lawful commercial purposes including determining whether to extend credit to the Purchaser and to verify any such information.

Payments

Payments may be made by Cheque, Credit Card (Master Card or Visa), or Direct Credit.

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Credits

If you have a query relating to a particular invoice, please contact the Accounts Supervisor at our Auckland branch (0800 722 648). If payment is due before your query has been satisfied, deduct the invoice amount from your statement total and make payment for the remaining amount by the 20th of the month. Payment for any amount deducted pursuant to this clause will be due upon your query being satisfied, or upon demand being made by the Company.

Delivery

Delivery will be made to the location on the order form and the customer shall be liable for all freight costs.

Delivery dates in the are estimated dates of arrival made in good faith by the Company and the Company shall have no liability in respect of any claim for damages, losses, costs or expenses of any nature whatsoever arising directly or indirectly from non-delivery or delay in delivery or any failure to perform or delay in performing any of the Company obligations due to any cause outside the Company's reasonable control and in the event of non-delivery or delay then the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

Insurance

Insurance will not be effected by the Company on goods forwarded from the Company's premises.

Ownership of Goods

The risk in all goods sold passes to the customer upon delivery. Ownership of all goods sold remains with the Company until payment is made in full for those goods. The Company is authorized to enter the customer premises and to reclaim any goods, which have not been paid for.

Cancellation of Order

Once an order has been placed it may not be cancelled for any cause whatsoever without the Company's consent in writing. Where such cancellation is agreed, the customer will cover all costs in returning the goods to the Company and ensure that the goods are insured in transit and returned to the Company's premises in original unmarked packaging including all original documentation and accessories. Such an order cancelled by the customer will incur a loss of deposit and a re-stocking fee of a minimum of \$30.00, or fifteen percent(15%) of the invoice of the goods, whichever is the greater.

Checkweighers and Equipment Purchases over NZD \$5,000 are non refundable.

Vendors Liability

The liability of the Vendor for any loss or, (including loss or damage caused by the negligence of the vendor or its servants or agents,) arising out of, or in connection with the sale of the goods supplied, shall be limited to either replacement of the goods supplied, or at the option of the vendor, a refund of the purchase price. It is the customer's responsibility to ensure the suitability of a product purchased as being acceptable for its intended use. The Company cannot guarantee how a product is used.

Consumers Guarantees Act

Where you as a customer have acquired goods from The Company. For the purpose of a business, or have held yourself out as acquiring them for the purpose of a business, section 5(1)(c) of the Consumer Guarantees Act (which guarantees undisturbed possession of the goods) shall not apply.

Product Manuals

The Company has available to approved account holders a comprehensive product manual. If you feel that you will not require all the information contained, a special folder can be supplied with only the product information you need.

Promotional Sales

The promotional sales will only apply to the month on which the promotion has been advertised. Any carry over to the following month will be for goods not supplied during the promotional period. Goods must have been ordered during the advertised month.

Goods and Service tax

All prices quoted by the Company will exclude G.S.T.

G.S.T. is added to each invoice and is payable at the same time as the payment for the goods purchased.

Returned Goods

Goods will be accepted for return and credit within 1 (one) month following purchase, providing that:

- An RMA form has been completed and accepted by The Company
- Prior arrangement has been made with the Company for the return of goods. All goods returned to the Company for credit must have an authorized / signed RMA the customer's account name, and the packing slip or invoice number provided with the returned goods.
- The goods are returned unused, resaleable and/or in the condition you received them in.
- A handling charge of 20% may be applied to goods returned where the Company is not responsible for wrongful supply.
- An invoice for any specially purchased, or manufactured products, will be "Non-refundable" and will not be accepted for return and credit.
- Checkweighers and all equipment with a value over NZD\$5000.00 are non refundable

These terms of trade shall prevail over and supersede any purchase terms set out by the customer at the time of any order, unless the Company has specifically agreed to the purchase terms in writing.