

Terms and Conditions of Sale

Authorised Independent Distributor (herein referred to as "us" or "we")

Customer (herein referred to as "you" or "your")

Agreement

Lux Authorised Independent Distributor agrees to sell and the Customer agrees to buy the goods ordered through Lux Authorised Independent Distributor.

Acceptance

By placing the order for goods through a Lux Authorised Independent Distributor you are deemed to accept the terms and conditions of sale.

Price

- The purchase price is for goods supplied and packed, and is exclusive of installation and maintenance.

- The price you pay will be increased by the amount of GST, other taxes and duties which may be applicable and insurance/freight/handling charges (except to the extent already expressly included in the price).

- We can revise our prices at any time prior to accepting your order.

- Purchase prices are given in New Zealand dollars unless otherwise stated.

- You are bound to pay us the price once we accept your order. A quotation does not give rise to a binding contract until you place an order which we subsequently accept.

Payment

- Payment is strictly cash, cheque or credit card where no credit terms have been approved.

- On credit accounts, payment is due by the date specified or specified days following the date of invoice. We can alter the terms of payment with effect from the date that we notify you of such change.

- We can impose a credit limit on you at any time, and alter it at our discretion with effect from the date that we notify you of such change. If you exceed your credit limit, we can refuse to supply goods to you.

- If we at any time consider your credit worthiness to be unsatisfactory we can require security for payment.

- You cannot withhold payment or make any deductions from any amount you owe us without our prior written consent.

Delivery

- Where we agree to transport the goods to a specified place, we will deliver, or arrange delivery of, the goods to that place. Except where otherwise agreed, you will pay for all resulting transportation costs.

- If no place of delivery is specified, delivery shall take place at the time when the goods are made available for despatch at our premises.

- We can deliver the goods by instalments, and each instalment shall be treated as a separate contract.

- Any time stated for delivery is an estimate only. No claim shall be made by you on account of late shipment, or delivery however caused.

- All freight charges shall be at your cost unless otherwise agreed and stated.

Returns and Cancelled orders (Outside DSA guidelines)

- All goods to be returned must have a Goods Return Authority issued by us. The issue of a Goods Return Authority does not guarantee that we will accept the return.

- Where a faulty product is returned and you have requested a Goods Return Authority within 7 working days of despatch, and the returned product has not been used or opened or otherwise deemed unsaleable by us you will be credited in full unless the return is due to an error by us. Freight charges will not be credited under any circumstances.

- Faulty goods will be subject to the normal return procedures for the specific brand being returned.

- Non-faulty product will require a Goods Return Authority, must be in saleable condition, and will be subject to a minimum 20% restocking fee. Freight charges will not be credited under any circumstances.

- You will be liable for all delivery and insurance charges incurred in respect of returned goods.

Risk and ownership

- Risk of any loss, damage or deterioration of or to the goods passes to you on delivery.

- Ownership of the goods remains with us and does not pass to you until you pay all amounts you owe to us.

While ownership of the goods remains with us:

- You must store them separately or clearly identify them as belonging to us.

- We authorise you in the ordinary course of your business to use the goods or sell them for full consideration. This authority is revoked from the earlier of the following:

- we deem your credit to be unsatisfactory;

- the occurrence of an Event of Default; or

- the time that we notify you in writing that this authority is revoked.

- We can enter the premises where the goods are stored and remove them without being responsible for any damage caused in doing so. We can resell any of the goods and apply the proceeds of sale in reduction of amounts you owe to us.

- If you resell or use the goods before ownership of the goods has passed to you, the proceeds of such sale or use shall be received and held by you (in whatever form) in trust for both you and us. Our interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed all amounts you owe us. You will be entitled to the balance of the proceeds.

- We can bring an action for the price of the goods sold even where ownership of the goods may not have passed to you.

Guarantees

- Where the Consumer Guarantees Act 1993 ("Act") applies:

- If the goods are acquired by you for business purposes you agree that the Act does not apply.

- If you on-supply goods you must:

- do so on the basis that the Act does not apply where the goods are on-supplied for business purposes; and

- notify consumers that neither we nor any manufacturer undertake that repair facilities or spare parts will be available.

- You acknowledge that no Express Guarantees (as defined in the Act) are provided.

- If a claim is made directly against us by a consumer under the Act then you will refund to us the amount of any damages (up to the value of the margin you made on the goods in question) we are required to pay to that consumer under the Act.

- Nothing in these terms is intended to have the effect of contracting out of the provisions of the Act except to the extent permitted by the Act.

- Except as otherwise required or prevented by law or except as expressly provided under these terms, we are not liable for any claim in relation to any goods we supply to you (including as a result of negligence or otherwise) and all representations, guarantees, warranties and terms of whatever nature (including fitness for purpose) are completely excluded.

Repairs and replacements

- We do not guarantee that spare parts for repairs will be readily available after the warranty period. Where spare parts are not available, we will:

- notify the manufacturer of the goods of any defect notified by you; and

- request the manufacturer to repair or replace any defective goods.

- When under warranty, we will endeavour to carry spare parts and replace when necessary.

Where parts are not available, we will endeavour to source from other suppliers or repair with an alternative or similar part.

Default

- If you do not pay the price by due date, we may charge a default penalty at a rate of 2.5% per month calculated on a daily basis on the unpaid portion of the price from the due date until payment in full, plus any GST.

- You will, on demand, pay to us any amount we incur (including solicitors' and collection agency costs, court costs and disbursements) in recovering payment of any overdue account.

- If an Event of Default occurs, we may suspend or terminate any contract with you.

- If an Event of Default occurs, all amounts you owe us shall immediately become due and payable notwithstanding that the due date has not arisen.

- An "Event of Default" means an event where:

- you fail to comply with the terms of any contract with us; or

- you commit an act of bankruptcy; or

- you enter into any composition or arrangement with your creditors; or

- if you are a company:

- you do anything which would make you liable to be put into liquidation; or

- a resolution is passed or an application is made for liquidation; or

- a receiver or statutory manager is appointed over all or any of your assets.

Use of information

- You agree that we (or other members of our group of companies) may obtain information about you from you or any other person (including any credit or debt collection agencies) in the course of our business, and you consent to any person providing us with such information.

- You agree that we may give any information we have about you relating to your credit worthiness to any other person, including any credit or debt collection agency, for credit assessment and debt collection purposes.

- You must notify us of any change in circumstances that may affect the accuracy of the information you provided to us or our group of companies. (If you are an individual, i.e. a natural person, you have rights under the Privacy Act 1993 to access and request the correction of any personal information that we hold about you).

No liability

- We shall not be liable for any delays or failure in complying with any obligation imposed on us under any contract or for any loss or damage (including indirect or consequential loss of profits, data or damage) as claimed by you.

- Should any liability in relation to this agreement (or the goods supplied under this agreement) be imposed on Unisys for any reason, our total liability to you is limited to the price of those goods and services supplied by us to which the liability relates. We will not, in any case, be liable for any consequential or special damages, including loss of business profits.

- If we are unable to provide our obligations under the terms of this agreement by reason of strike, lock-out, riot, industrial action, fire, storm, operation of law or other cause beyond our control, then we are released from our obligations under this agreement.

Indemnity

You hereby indemnify and will keep us indemnified against all obligations and liabilities incurred by an act or omission by you in relation to this agreement.

Cancellation

We have the right to cancel this agreement (without prejudice to any of its rights) immediately upon any of the events:

- If you cease or threaten to cease to carry on business; or

- If a receiver or similar officer is appointed in respect of all or any assets belonging to you, or you are unable to pay your debts when they fall due, enter into a scheme with your creditors or any steps are taken to place you into liquidation; or

- If you commit a breach of this agreement and the breach is not remedied within 14 days of notification of the breach by us.

Upon termination we will be entitled to repossess and resell any unpaid goods within the term of terms risk and ownership. Termination shall not relieve you from any liability or responsibility that has arisen before the date of termination.

Other agreements

- These terms apply to all transactions where we supply goods to you.

- This agreement supersedes the terms of all prior agreements, understandings, representations or warranties previously given by us or any agent of Office Products Depot in respect of goods.

- If there is any inconsistency between these terms and any order submitted by you or any other arrangement with us, these terms prevail unless otherwise agreed by us in writing.

- If at any time any provision of this agreement becomes illegal, invalid or unenforceable neither the legal validity nor enforceability of the remaining provisions shall in any way be affected or impaired.

Waiver

- If we exercise or fail to exercise any right or remedy available to us, this shall not prejudice our rights in exercising that or any other right or remedy. Waiver of any term of the contract must be specified in writing by us and signed by an authorised person.

Assignment

- You may not transfer or assign all or any of your rights or obligations under this contract without our prior written consent.

Governing law

- This contract and its terms are governed by, and shall be construed in accordance with, the laws of New Zealand. Both parties submit to the exclusive jurisdiction of the courts of New Zealand.