

## TERMS AND CONDITIONS OF SALE FOR DISCON PRODUCTS LTD

(The company advises that the following conditions have been completed pursuant to the requirements of the Consumer Guarantees Act 1993)

- 1 In these conditions DISCON PRODUCTS LIMITED shall be referred to as "Discon" and the customer shall be referred to as "the customer". For the purposes of this contract the term "the customer" by definition excludes any household or domestic consumer and is a general reference to the customer who is purchasing the goods solely for use or re-sale in his/her business.
- 2 The customer acknowledges that the sale evidence herein is conducted as a contract for the sale of materials whether supplied directly by the company or as a result of supply from any other source whatsoever for the business purpose of the customer and are not goods of the kind ordinarily required for personal, domestic, or household consumption. The customer accepts that the provisions of the Consumers Guarantees Act 1993 has no application in respect of the provisions of goods and services under this contract.
- 3 Discon acknowledges that where the customer is not by definition a manufacturer or wholesaler or otherwise defined in respect of clause 2 that the contracting out provisions in respect of warranties contained in the terms and conditions of sale do not apply
- 4 The order by the customer and delivery and invoicing of goods by Discon and these Terms and Conditions of Sale shall form the contract between Discon and the customer and no verbal representation or warranties on the part of Discon or its staff will be imported into or form part of the contract.
- 5 The customer shall pay for the goods supplied on or before the 20<sup>th</sup> day of the month following invoice.
- 6 Discon's prices are subject to change without notice.
- 7 A 10% variation up or down will be permitted by the customer in respect of the quality of goods shipped under any one order by discon
- 8 If the customer shall supply a mould then Discon undertakes to take all reasonable care of such mould PROVIDE HOWEVER that Discon will not accept any responsibility for loss or damage to the mould for any reason whatsoever.
- 9 Standard tolerances will apply to specifications of all goods supplied.
- 10 Substitution to and modification of Discon's product may be made prior to delivery to the customer provided that such substitutions and/or modifications shall not adversely affect the performance of the products.
- 11 Discon warrants that the products are free from defects in material and workmanship. Any defects must be notified to Discon within one year following delivery. The product must be used under normal conditions and stored in such fashion as it will not be damaged.
- 12 Unless undertaken in writing, Discon gives no warranty or undertaking that the products are designed for use in conjunction with any specified plant or equipment.
- 13 No goods will be returned to Discon or credits given by Discon without their express agreement in writing and provided further that such goods accepted by Discon shall be returned by such mode and at a cost acceptable in writing by Discon
- 14 Discons's liability in respect of defective goods will only extend to replacing those goods and not to any loss of profits or consequential damages whatsoever. Reasonable delays in delivery will not affect the performance of the contract with the customer.
- 15 If Discon makes any product on behalf of the customer then the customer will indemnify and save harmless Discon against all claims of whatsoever nature for any infringements of patent or design rights.
- 16 Discon will accept any time limits in Government contracts or sub-contracts so long as Discon is recompensed for all work done up to and including the time of receiving written cancellation of such contracts.
- 17 Discon is not responsible and will not be held responsible for any failure to perform a contract when such performance is hindered or prevented by any unforeseen circumstances of whatever nature and without delimiting the generality of the foregoing, Acts of God, strikes, lockouts and industrial disturbances.

18 Title to the goods and products of Discon does not pass until such times as the goods have been paid for by the customer. The customer will keep the goods and products of Discon separately identified and will not mix them with the goods and products of the customer or other suppliers of the customer to the end and intent that the goods and products of Discon will always be readily identifiable as such. The priority of Discon hereunder and the right of Discon to take possession of the goods and products supplied hereunder will always be paramount and will endure notwithstanding the customer's insolvency, bankruptcy or winding up.

19 The risk in respect of any contract covered by these standard Terms and Conditions of Sale shall be the law of New Zealand

20 Freight charges per order if less than: \$200.00 local and short haul  
\$250.00 long haul North Island and South Island

\$5.00 per parcel	Auckland Metro
\$8.00 per parcel	Auckland Regional
\$10.00 per parcel	North Island
\$15.00 per parcel	South Island
\$5.50 A4 Courier Pack	New Zealand wide