

Company Terms of Trade as at 1st January 2017. These Terms of Trade are subject to change.

GENERAL

- In these terms of trade "Company" means **Otago Power and Refrigeration Ltd.**
- The "Customer" means the purchaser of goods and services.
- Any Goods or Services supplied or completed by the Company for the Customer will be supplied on these terms and conditions.
- Any purchases made by the Customer will be deemed to comply with these terms and conditions.

PRICE

- The Company's prices are exclusive of Goods and Services Tax (GST) unless otherwise stated, and the Customer is required to pay GST in addition to the price.
- A vehicle/service charge will be added to all invoices produced by the Company, unless otherwise agreed. This charge covers costs associated with the Company's vehicle fleet including but not limited to; fuel, road user charges, and general warranty and maintenance costs.
- Labour costs include any time spent travelling to and from the workshop to the Customer, including any time taken to procure any materials and goods required for the job. Labour costs also include administration in relation to the job.

PAYMENT

- Payment terms will be stated on each invoice. Accounts are strictly to be paid in full on the 20th of the following month
- The Company reserves the right to request payment for any goods and services prior to commencement of works.
- The Customer may not deduct, set-off or withhold any amount from any money owing to the Company other than prior approved retentions as per Construction Contracts Act 2002.
- If full payment for any goods and/or services is not made to the Company by the due date for payment, then the Customer shall be in default and the Customer shall, at the Company's discretion (and without affecting any other right the Company may have) pay default penalty interest of 2.5% per month on any amount outstanding to the Company.
- The Customer shall also be liable to pay all expenses and costs (including legal costs as between solicitor and client) in relation to the Company obtaining or attempting to obtain a remedy for the failure to pay.
- During any period of time while the Customer is in default on any account with the Company, the Company may suspend or withhold the provision of goods and services.

PROGRESS CLAIMS AND DEPOSITS

- For project work or work extending over more than one month, progress payments will be invoiced at various stages of the job. Invoices are to be paid in full on the 20th of the following month
- For project work OPR may at its discretion request a 15% deposit at the time of order.

DISPUTES

- In the event that any part of an invoice is disputed the amount not in dispute will be paid in accordance with the payment terms. Thereafter, the parties agree to use their best endeavours to promptly resolve any dispute of difference between them and the company may, at its option, require the customer to submit mediation with the assistance of a qualified mediator.
- The Customer must advise the Company of any dispute relating to their invoice within 7 days of receiving the invoice.

RESERVATION OF TITLE

- The Company shall retain ownership of the goods until full payment is received and the Customer acknowledges this by accepting the quote/estimate.
- Until property in goods passes to the Customer, the Customer holds the goods as the Company's Bailee and, as agent for the Customer, the Company (and its employees and agents) may, without prior notice, enter upon any land or premises where the Company believes the goods are kept in order to inspect the goods. The Customer must store the goods so they can be identified separately from the Customer's own goods. The Company authorises the Customer, in the ordinary course of the Customer's business, to use the goods or resell them for full consideration
- This authority is revoked immediately if: An Event of Default occurs; or The Company notifies the Customer in writing that this authority is revoked

LIMITS ON LIABILITY

- The Company shall be under no liability to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these terms and conditions of trade. Any claim against the Company shall be limited to the invoice value of the goods
- The Company shall not be responsible for any damage whatsoever caused in the event that the goods are fitted, serviced or operated incorrectly or if the goods are in any way adapted or used in a manner not intended by or made known to the Company

WARRANTY

- All products sold by the company are covered by the manufacturers specific warranty period, terms and conditions. The company does not provide its own warranty of these products. The manufactures warranty begins with the customers date of purchase..
- The Company warrants the goods and services against faulty workmanship for a period of 1 year from the date the job was carried out and that the goods and services will conform to specifications in the accepted quote/estimate.
- A claim under this clause must be made in writing to the Company within 1 year from when the job was carried out and no claim can be made under this clause unless and until the price is paid in full. The Customer must also give the Company notice of any defect in the goods within 7 days of the defect becoming apparent
- The Company's liability under this clause will be limited in its sole discretion to: Restoring the goods in conformity with the specifications in the accepted quote/estimate; or replacing the goods
- The repair of the goods under this clause does not include the cost or removal of defective material and fixing replacement material
- The warranty under this clause does not apply to goods repaired by any person not authorised by the Company and does not apply if the goods are used for purposes other than that for which they were intended

PRIVACY

- The Customer authorises the Company to collect, retain and use personal information about the Customer (including the information collected in this document) for the following purposes only:
 - Assessing the Customer's credit worthiness
 - Disclosing to a third party details of this application and any subsequent dealing it may have with the Company for the purpose of recovering amounts payable by the Customer and providing credit references
 - Credit checks