



## STANDARD TERMS AND CONDITIONS

### 1. General Terms

- 1.1. ODSL is in business only to supply goods and services for the purpose of business and the customer undertakes that it is not a consumer within the terms of the Consumer Guarantees Act 1993.
- 1.2. ODSL supplies only upon the following conditions unless expressly stated in writing signed by the director of the company
- 1.3. ODSL gives no warranties or undertakings regard the goods sold. If specific guarantees or warranties are supplied by the manufacturer the purchaser shall be entitled to the benefit of such guarantees but without liability on ODSL.
- 1.4. In the absence of written authority to the contrary ODSL does not warrant merchantability of the goods nor the condition of the goods nor that they are fit for any particular purpose.
- 1.5. ODSL will not be liable for any consequential loss or special damages or any form of indirect loss howsoever arising.
- 1.6. The provisions of the Consumer Guarantees Act 1993 are expressly excluded on this transaction.

### 2. Orders

- 2.1. All orders must be in writing or if made by telephone, confirmed in writing

### 3. Prices

- 3.1. All prices are exclusive of Goods and Services Tax unless specifically stated otherwise.

### 4. Payment

- 4.1. Unless otherwise specified, goods and services must be paid for in full, within 30 days of the valid invoice.
- 4.2. ODSL may withhold supply of goods and services (not withstanding any binding contract to supply) if payment by customer is overdue.
- 4.3. Customer shall pay interest on any overdue payment from the date of default until actual payment is received at the rate of 20% per annum, calculated on a daily basis.
- 4.4. Customer indemnifies ODSL against costs of recovery of monies, goods or services which are outstanding pursuant to these conditions. Such costs include commission, legal fees and out of pocket expenses in recovery.

### 5. Delivery

- 5.1. ODSL will endeavour to meet any indicated delivery date but will not be liable for non delivery or late delivery however caused or failure to deliver by any specific method or any particular vehicle, vessel or craft.
- 5.2. Delivery shall be completed when made at the place specified on the order form accepted by ODSL.
- 5.3. Customers shall pay storage and transport expenses if it fails or refuses to accept delivery at the place and on the date indicated
- 5.4. ODSL may deliver goods by installment. Payment for each installment shall fall due as if the installment was the complete contract

## 6. Discrepancies& Return

- 6.1. No claim shall be made in respect of any goods more than seven days after date of delivery whether in respect to quality of goods, description of goods, number of goods supplied
- 6.2. Customer will give notice of any claim in respect to quality of goods, description of goods, number of goods supplied.
- 6.3. Customer will examine goods forthwith on delivery and shall deem to have accepted goods unless written notice of defect or error is given within seven days of delivery.
- 6.4. ODSL shall not be obliged to accept return for credit of goods which conform with the contract or are rejected without proper cause. I ODSL does accept goods returned for credit, customer shall pay a restocking fee of 15% of the price of the goods.

## 7. Title to Risk in Goods

- 7.1. Risk in goods passes to customer on delivery but title to goods remain with ODSL until ODSL has received payment in full for all goods supplied at any time.
- 7.2. Pending payment in full for goods customer agrees:
  - a) To hold goods as bailee for ODSL ( but without power to raise money on security of the goods)
  - b) Customer is in fiduciary relationship with ODSL
  - c) Customer will hold the proceeds of the sale or other disposition of goods in trust for ODSL and shall remain accountable to ODSL for proceeds until ODSL has received payment in full.
  - d) Customer shall account to ODSL for the full price of the goods upon sale or disposition not withstanding any period of credit agreed.
  - e) Customer will ensure goods for their full replacement value and on demand will produce evidence of insurance to ODSL, or in default

ODSL may insure the goods at the customer's cost.

- f) On damage or destruction to goods ODSL in addition to its other rights shall be entitled to receive proceeds of insurance. Insurer shall accept production o these conditions as sufficient evidence of ODSL's right to receive payment without the need for further enquiry. Insurance proceeds shall be applied by ODSL firstly in purchase price and secondly in payment of any debt owed by customer to ODSL and the balance shall be paid to the customer.
- g) ODSL shall have the right to demand the return of goods at any time prior to payment and may without notice enter any premise occupied by customer and reposes goods and may resell all or any of them without being liable in any way to customer or any person claiming through customer.

## 8. Termination

- 8.1. ODSL may in addition to its other rights, terminate contract if customer fails to comply with the terms of this contract or any other contract with ODSL or if customer commits an act of bankruptcy or comes liable to be wound up by the Court or has a receiver appointed or makes an agreement with its creditors.

## 9. Force Majeure

- 9.1. ODSL shall not be liable for any failure to comply with the terms of this contract if such failure is due to circumstances beyond its reasonable control.

## 10. Severance

- 10.1. Any provision in this contract which is held to be illegal, invalid or unenforceable may be severed for the contract and th remaining provision hereof shall be enforceable.

This contract is governed by the laws of New Zealand.