

## TERMS & CONDITIONS OF SALE

### Quotation:

Unless otherwise agreed, the quotation shall be valid for 30 days from the date of issue.

A deposit of 20% may be required to secure the equipment for the quotation if the Customer accepts that quotation.

If the Goods require special ordering, you will be advised and asked to sign/authorise a "Customer Order Form", and to provide a deposit of up to 50%.

The deposit may be non-refundable. Please refer to our refund and returns policy.

### Price:

All prices are in NZ\$ and exclude GST, unless otherwise stated.

All prices are subject to change without notice.

Prices do not include delivery and late payment surcharges.

### Delivery:

If the Customer fails to collect the Goods or accept the delivery within 21 days of being notified of their availability, the Company may terminate this contract, keep the deposit and resell the Goods.

If the Customer specifies the means of transport or the carrier, the Customer shall bear the additional costs (if any).

In the event of loss or damage in transit or a shortfall in the specified quantity of the Goods, the Customer is responsible for advising the Company in writing immediately, the particulars of the consignment and the nature of the loss or damage. No claims will be accepted after 5 working days.

The Company will not be responsible for any consequential damages arising directly or indirectly from late delivery or non-delivery.

Any failure on the part of the Company to deliver instalments within any specified time does not entitle the Customer to repudiate the contract with regard to the balance remaining undelivered.

### Title:

Ownership and title of the Goods shall not pass to the Customer until such time as the purchase price and all other monies owing by the Customer have been paid in full in cash or cleared funds. The Customer grants to the Company to the fullest extent possible, an irrevocable license to enter upon any premises where the goods may at any time and from time to time be located with a view to inspecting and/or removing goods.

### Payment:

Unless stated otherwise, payment is due within 7 days from date of invoice.

If unpaid, the Customer shall pay penalty interest at a rate of the 15% above the OCR rate (as set by the reserve Bank as at date of invoice) per annum, calculated on the balance outstanding on overdue accounts on a daily basis from the date of invoice until cleared payment is received in full. Such interest (if unpaid) shall be capitalised monthly. The Company shall be entitled to recover, in addition to interest charged as above, such reasonable costs including solicitor and debt collection costs as it may incur by reason of delay in payment. Also, any discount as applied to the original invoice shall be forfeit in the event of late payment.

The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.

### Goods Returned:

Goods may be returned for credit within 30 days of delivery, free into store in original packing, in an unsoiled, undamaged and reusable condition. Returns are to be accompanied by our packing slip or invoice.

A restocking fee of 15% will apply to all Goods returned after seven days from delivery to your address.

No Goods will be accepted for credit after 30 days unless prior arrangement has been made.

No returned Goods shall be accepted if the Goods have been tampered with by the Customer or the carrier.

### Warranty:

All Goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer. Proof of original purchase is required as a condition of warranty coverage. Please retain your original invoice. These warranties do not extend to normal wear and tear or damage caused by abuse, misuse or negligence. On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of such defect. The Customer must not carry out any remedial work to alleged defective Goods. The Customer shall be responsible for the costs associated with delivering the Goods to and from the Company for repair or replacement purposes. The Company warrants that it will repair or make good any defects in the Goods, if written notice of the claim is received by the Company within seven (7) days from the date of purchase or receipt of Goods. No allowance will be made on any equipment for labour, freight or consequential damages: only the cost of the defective product.

### Force Majeure:

The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, ware, riots or civil commotion, intervention or public authority, explosion or accident).

### Definitions:

"Company" means Lifestyle Irrigation Limited.

"Customer" means the purchaser of Goods from the Company, including the person(s), company, organization, trader or partnership which or who holds the account with Lifestyle Irrigation Limited.

"Goods" means any items and/or services supplied by the Company.