



CONDITIONS OF SALE

1. General

These Terms and conditions apply to the total product range of Rittal Limited ("the Supplier") and are specifically used for all transactions unless otherwise agreed. No variation or cancellation of any of these Conditions of Sale shall be binding on the Supplier unless agreed to in writing.

2. Variations of Conditions

No terms, provisions or conditions at variance with those set out herein shall be effective in any way unless and until specifically accepted by the Supplier in writing.

3. Precedence

In the event of conflict between these Conditions of Sale and those which may be included in, or implied by, any document forming part of any inquiry, specification, order or contract then these Conditions of Sale shall prevail except in as far as they are expressly varied by the Supplier in writing or otherwise by law.

4. Acceptance

The Supplier reserves the right to accept or reject any orders received.

5. Prices

- (a) All prices are subject to change without prior notice and all orders are accepted by the Supplier on the condition that they will be invoiced at the price ruling at the date of dispatch.
- (b) Prices include standard packing and are offered ex the nominated warehouse where stock is available.
- (c) All prices shown in published catalogues or price lists are recommended selling prices only and there is no obligation on the part of the reseller to maintain the same price.
- (d) Prices are for standard stock items only. For specific imported consignments, against purchaser's order, the price is subject to change based on fluctuations in the Exchange Rate and Import Duty.

6. Terms of Payment

Purchasers that have established a satisfactory credit rating, as determined by the Supplier, shall pay invoices within 30 days from the end of the month of invoice, unless otherwise agreed in writing. For companies that have not established a satisfactory credit rating, payment is due on delivery. Interest will be charged on payments received after the relevant due date at the interest rate stated in the Supplier's Banker's Overdraft accommodation, calculated from invoice date to the date of full payment.

7. Delivery

The Supplier shall not be liable to the purchaser for any loss of profits or other consequential loss or damage caused to the purchaser by any delay in the delivery or non-delivery of the goods or any part of them. The delivery date quoted applies from the time the purchaser submits an order accompanied by sufficient information to process the order.

8. Delivery Charge

The Supplier will add a delivery charge to each invoice. The charge will be calculated based on the size and weight of the consignment. Alternatively, the purchaser may elect to collect the goods from the Supplier's nominated warehouse.

9. Validity

Unless otherwise stated, quotations are open for acceptance for thirty (30) days from date of quotation, and thereafter are subject to Supplier confirmation before acceptance.

10. Cancellation or Variation

A contract may be terminated at the Supplier's option in the event of the purchaser's insolvency or execution being levied against any of the purchaser's goods or the purchaser being placed into liquidation, voluntary or otherwise. An order may only be varied in these circumstances with the written consent of the Supplier and then only on terms which indemnify the Supplier against loss.

11. Changes

Alterations made following receipt of an order are subject to adjustment of price, delivery date and any extra expense incurred by the Supplier.

12. Goods Returned for Credit

Goods listed in the Supplier's current price lists may be returned for a credit of 85% of the invoiced value. The goods must be returned to the Supplier's store at the purchaser's expense within 45 days of delivery in re-saleable conditions and in the original packing. The goods must be accompanied by a pre-authorised Goods Return Authority (GRA) form. The Supplier reserves the right to refuse credit for any returned goods if the claim is considered unjustified after inspection. Goods made to special order, or modified to purchaser's requirements, are not eligible for a credit.

13. Property and Risk

Notwithstanding that the goods shall in whole or in part be at the risk of the purchaser from the time the goods are allocated to the purchaser's order, the property in the goods shall remain with the supplier until they have been paid for by the purchaser. Where carriage is the Supplier's responsibility, that responsibility will include insurance cover to the point of the purchaser's store.

14. Damage or Loss in Transit

Where carriage is the Supplier's responsibility, the Supplier will repair or at his option replace free of charge contract goods lost or damaged in transit provided written notice of such loss or damage is given within forty eight hours (48) of delivery or expected delivery, or within such time as will enable the Supplier to comply with the carrier's conditions of carriage relating to loss or damage in transit.

15. Information and Drawings

All drawings and printed matter accompanying a quotation or received by the purchaser before or after acceptance of an order are informative only and are a general description of the goods, and do not form part of the contract unless agreed by the Supplier in writing, in which case they shall be subject to recognised tolerances.

16. Liability of Supplier

Except as otherwise provided by law, the Supplier shall not be under any liability, contractual or otherwise, for any injury, damage or loss to persons or property, including consequential damage or loss, arising from the manufacture, delivery, installation or use of the goods.

17. Warranty

All goods supplied by the Supplier are guaranteed against faulty workmanship, materials or design for a period of twelve (12) months from date of invoice, unless otherwise agreed in writing. Liability for any loss, injury or damage attributable thereto shall be limited to replacing the goods or repairing defects provided that such defective parts be returned free into the Supplier's store. The warranty does not extend to defects or damage caused by use of the goods that does not comply with the manufacturer's instructions or standard industry practice, or any other improper use.

The Supplier shall not be liable for loss of profits or any other consequential loss or damage suffered by the purchaser or a third party arising from defects in workmanship, materials or design of the goods, regardless of whether that defect is covered by the warranty.

18. Governing law and jurisdiction

These conditions of Sale are governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand.