



TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS:

“The Company” means Battery Bill.

“The Buyer” means the person, firm or body corporate who has contracted to the goods from the Company.

“The Goods” means products which the buyer has agreed to buy from the Company.

“Governing Law” these conditions and any contract incorporating the same shall be governed by and construed in accordance with the laws of New Zealand and the parties hereto accept the exclusive jurisdiction of Courts exercising jurisdiction in New Zealand.

2. PAYMENT

2.1 Payment is strictly net and all invoices are to be paid in full by the 20th of the month following invoice date.

2.2 The Buyer acknowledges that failure to pay any invoice by due date shall be a breach of these Terms and Conditions of Trade and the Company may, without prejudice to any other rights or remedies it may have, charge penalty interest at a rate of not less than 2% per month on the amount of such invoice from the date when payment was due until the date when payment is made.

2.3 The Buyer shall pay or reimburse the Company for all costs and expenses incurred by the Company in instructing a solicitor and/or debt collecting agency to recover any amount payable to the Company by the Buyer.

3. CREDIT

3.1 No credit will be given unless specifically agreed to by the Company.

3.2 The Company reserves the right to withhold supply of the Goods on any account being operated outside the agreed credit terms.

3.3 The Company reserves the right to cancel or close any credit account without notice to the Buyer.

4. RISK AND PROPERTY

4.1 Risk in the Goods shall pass to the Buyer upon delivery.

4.2 Ownership of the Goods shall remain with the Company until payment in full is received by the Company. Until the Company receives payment in full the Buyer holds the Goods as bailee for the Company subject to the following conditions:

(a) The Company may (without prejudice to any of its other rights) recover and resell the Goods or any of them;

(b) The Company may by its servants or agents enter upon the Buyer’s premises or any other place where the Goods are stored to inspect and/or recover the Goods.

(c) The Buyer shall, if required by the Company, store the Goods in such manner that they are clearly identifiable as the property of the Company.

(d) The Buyer shall be accountable for the proceeds of sale of any of the Goods to a third party and shall hold such proceeds upon trust for the Company.

(e) If any of the Goods are intermingled or dealt with in such a manner that they become an integral part of other goods (“mixed goods”) then property in the mixed goods shall be and remain with the Company.

4.3 The Buyer shall be liable for any costs and expenses incurred by the Company in repossessing the Goods, and such costs and expenses shall bear interest at the penalty rate provided in clause 2(a) from the date when they are paid by the Company until the date when payment is made.

5. LOSS OR DAMAGE

The Company shall not be liable for any loss or damage consequential on or resulting from any of the Goods being found to be defective or in any way unsuitable and the Buyer shall indemnify the Company against any claims arising from such loss or damage.

6. CLAIMS

6.1 No warranty or assurances are given or shall be implied that the Goods are fit for any particular purpose.

6.2 The Company shall not be responsible for delays caused (directly or indirectly) by any act of God, wars, fires, floods, breakage of machinery or of any other unexpected or exceptional cause or any cause beyond the control of the Company.

6.3 All credit claims and requests to return the Goods are at the Company’s exclusive discretion and shall be notified to the Company in writing within 14 days of delivery of Goods to the Buyer. The reason for such claims and returns and the relevant invoice numbers shall be quoted in any such claim or request.

7. VARIATION OF CONDITIONS

These Terms and Conditions of Trade may only be varied by the Company by notice in writing.

8. TERMS

These Terms and Conditions of Trade (including any variation pursuant to clause 8) shall be included as the Terms and Conditions of Trade in any contract resulting between the Company and the Buyer and in the case of any conflict arising between these Terms and Conditions of Trade and the terms of the Buyer’s order, these Terms and Conditions of Trade shall prevail.

9. ORDERS

The placement by the Buyer of an order for the Goods shall for all purposes be deemed to be acceptance of these Terms and Conditions of Trade. The Company reserves the right to accept/decline in whole or part any order or part order not accepted is deemed cancelled.