

## Hammar New Zealand Limited

### Terms and Conditions

These terms and conditions of trade apply to all our Sales and Service Contracts. Any order placed with Hammar by you ("You" or "Customer") constitutes your agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with Hammar (including an order) are hereby objected to and will not bind Hammar unless Hammar agrees in writing. No representative or agent is authorised by Hammar to give any guarantee, warranty or representation in addition to, or contrary to these terms. In any event, receipt of goods or services by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms.

#### **1. Agreement and Purchase**

1.1 Your placement of an order with us ("Order") constitutes an offer by you to purchase goods or provision of services from us on these terms. The Order is placed when it is submitted to us.

1.2 The Order is accepted only when we notify you that we accept your Order. For example, we might notify you that we accept your Order by sending you an e-mail stating this. Delivery of goods or provision of services constitutes notice of our acceptance of the order.

1.3 If we accept the Order, a binding contract between you and us will arise on these terms (the Contract). The Contract may be amended only by written agreement between us and you.

#### **2. Price and price variation**

2.1 Prices quoted are excluding GST unless otherwise stated. Unless otherwise agreed in writing, the price of the goods will be the current price at the time they are ordered. Pricing may change between quote and service delivery therefore are subject to change if the supplier's price changes between the time a quote is given and service is delivered. We will make best endeavours to inform you of any substantial change in pricing of this nature.

2.2 Hammar shall be entitled to adjust any price quoted from time to time and the Customer agrees to pay any such adjusted price to take account of variations in the cost to Hammar of carrying out the whole or any part of the contract arising from any of the following:

(a) delays in delivery of the provision of services caused as a result of instructions or lack of instructions from the Customer, the Customer's failure or inability to fulfil the obligations under the contract or any action or inaction by the Customer or other circumstances beyond Hammar's control;

(b) variation in the cost of Hammar acquiring the goods directly or indirectly, on account of changes in rates of freight and transport costs, insurance, customs duties, taxes, existing tariff classifications or any variation in currency exchange rates;

(c) Variations in the cost of rates of all statutory, government or local government or governmental authority charges and obligations; or

(d) Any correction of errors or omissions on the part of Hammar or any of its representatives.

#### **3. Payment**

3.1 Hammar reserves the right to suspend delivery of further goods and/or provision of services if the terms of payment are not strictly adhered to by the Customer.

3.2 Interest may be charged on overdue accounts at a rate of **10%** on any overdue balance.

3.3 Any expenses, costs or disbursements incurred by Hammar in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer.

3.4 You must pay us any fees or costs imposed on us if any payment you make to us is dishonoured or reversed.

3.5 Hammar reserves the right to delay release of the provision of services, including but not limited to any parts attached to any and including a vehicle which has been serviced in the event of non-payment of an invoice.

#### **Special Terms Applying to Business Account Holders Only**

3.6 Unless otherwise agreed, the purchase price shall be paid to Hammar at its address by the 20th of the month following the month in which the invoice was dated. Payment will not be accepted by any means other than cash, cheque, direct credit or direct debit.

3.7 If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment as provided in 3.5. Payment of the disputed portion may be withheld provided the matter is brought to Hammar's attention immediately it is discovered and a letter of explanation setting out the particulars of the dispute is sent to Hammar within seven days of the dispute arising.

3.8 The Business Account Customer shall be liable for any indebtedness arising from the use of the account where use of that account is by an authorised representative of that business or organisation.

#### **4. Provision of service**

4.1 Hammar shall provide goods and provide services as agreed and as stated in the request for service in good faith.

4.2 The Customer agrees to inform Hammar within 14 days of completion of service or receipt of goods if they are dissatisfied in the service received and provide details and allowance of time for any disputes to be resolved in good faith.

4.4 Hammar will not be responsible for any part delivery or delay in delivery of the goods as a result of events occurring beyond Hammar's control.

#### **5. Privacy Act 1993**

5.1 The Customer authorises Hammar to collect, retain, and use personal information about the Customer (including the information collected in this document) for the following purposes only:

(a) Assessing the Customer's creditworthiness.

(b) Disclosing to a third party details of this application and any subsequent dealings it may have with Hammar for the purpose of recovering amounts payable by the Customer and providing credit references.

(c) Marketing goods and services provided by Hammar to the Customer.

5.2 The Customer, if an individual, has a right of access to information about the Customer held by Hammar. The Customer may request correction of that information and may require that the request be stored with that information. Hammar may charge reasonable costs for providing access to that information.

#### **6. Customer's Liability & Default**

6.1 If the Customer shall:

(a) fail to make any payment due under the contract or commit any other breach of any of the Customer's obligations under the contract; or

(b) suffer execution under any judgment; or

(c) commit an act of bankruptcy; or

(d) make any composition or arrangement with any creditor; or

(e) being a company, pass a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it,

Hammar (in addition to any other remedies hereby or by statute conferred) may treat the contract as terminated and any part of the purchase price then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract shall forthwith become due and payable. Any such termination shall be without prejudice to any claim or right Hammar may otherwise possess.

#### **7. Variations to Terms and Conditions of Trade**

7.1 Hammar may from time to time and in its sole discretion amend, add to or delete any of the terms of these terms and conditions of trade with immediate effect by giving notice. Notice may be provided by updating these terms to their Website or by written notice in the form of Email or letter or fax to the customer's contact details held on record by Hammar.

#### **8. Governing Law**

8.1 These terms of trade are governed by the laws of New Zealand.