

# Novozone Limited Terms of Trade

## 1. Supply of Goods

Product will be supplied where either payment accompanies an order or where a duly authorised Company Purchase Order has been received and is charged against an account previously opened with Novozone Ltd.

## 2. Pricing

All prices are exclusive of GST, freight costs and installation. Prices are subject to change without prior notice. The price payable shall be the price specified on the invoice upon delivery of the goods unless the order has been supplied under the terms of a written quotation.

## 3. Payment

Payment of any account with Novozone Ltd must be made by the due date. Payment shall be made in full with no offset or deduction whatsoever. Interest on overdue accounts will be levied at the rate of 2.5% per month, calculated daily from the due date until payment has been made. Novozone Ltd may, at its option, refrain from supplying any further goods ordered whilst an account is in arrears. Where payment is made by cheque, the payment shall be deemed not to have been made until the funds have been cleared.

## 4. Delivery

Novozone Ltd shall use its best endeavours to arrange prompt delivery of goods ordered. Dates given by Novozone Ltd for delivery shall be deemed to be indicative only but will not be accepted as a condition of sale. If delivery of the goods is delayed for any reason whatsoever Novozone Ltd shall not be liable in any way for loss of revenue or profits or any consequential loss or damages for failure to deliver on such date.

## 5. Freight and Handling

Goods are sold Ex Factory Auckland with any freight and handling charges for the account of the purchaser.

## 6. Insurance

Goods shall be dispatched uninsured unless otherwise agreed in writing. Novozone is not responsible for damage or loss in transport. If any shipment is received in a damaged condition, your claim must be noted on the freight bill or delivery docket before you accept the delivery.

## 7. Ownership of Goods

Ownership of any goods does not pass until payment in full has been received by Novozone Ltd. The customer shall not charge the goods in any way nor give any interest in the goods while they remain the property of Novozone Ltd. Novozone Ltd or its agents reserve the right to enter upon and into buildings and premises owned, occupied or used by the customer where the goods are situated and regain possession of its property as necessary. Any and all costs associated with any recovery is to be borne by the debtor or his agent.

## 8. Product Warranties

The Novozone Ltd warrants that their manufactured products will be free from defects in materials and workmanship for a period of 12 months from date of purchase. To validate the warranty, a copy of the invoice together with the original end users name, contact details, date installed, product model and serial number and name of the company from which the unit was purchased must be provided. Refurbished machines, Repairs and replacement parts shall carry only the unexpired portion of this warranty or 90 day's, whichever is longer.

If, after the product and/or part is returned prepaid and evaluated by Novozone Ltd it proves to be defective while under warranty, Novozone Ltd will repair or replace it and will return ship at lowest cost of transportation prepaid to you, **except for shipments going outside New Zealand.** If, upon inspection, it is determined that there is no defect or that the damage to the product and/or part resulted from causes not within the scope of this limited warranty, then you must bear the cost of repair or



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replacement of damaged product and/or part and all return charges. The option to repair or replace the product shall remain at the sole discretion of Novozone Ltd.

This warranty does not cover any product, which has been rendered defective due to normal wear and tear, operation outside the usage parameters stated in the product I & O manual, failure to meet service requirements as outlined in the I & O manual, transport damage, misuse, abuse, neglect, mishandling, flood, fire or causes beyond the control of Novozone Ltd.

Further more, this warranty does not cover lamps, check / solenoid valve failure, **damage caused by water or chemicals**, the use of parts found to be incompatible with the proper functioning of the product and does not extend to any unit that has been serviced, altered or modified not authorised by Novozone Ltd.

Novozone Ltd shall not be responsible for loss of use of the product or other consequential or incidental damages, expenses or costs related to such loss. Under the conditions outlined in this schedule, Novozone Ltd assumes no responsibility for labour costs or service charges involved in the removal or replacement of the defective part (s) or of the complete product or system. This warranty is in lieu of all other warranties, expressed or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. In no event shall Novozone Ltd be liable for an amount in excess of the original purchase price of the product.

## 9. Returns

Please choose your product carefully as we do not refund if you change your mind. Novozone Ltd will not accept the return of goods already invoiced unless any such return is arranged in advance. Where Novozone Ltd accepts returned goods a 20% restocking fee for devices and a 30% restocking fee for custom built units may be levied. Alternatively a refurbishing fee may be levied. Approval for credit returns must be requested on the Novozone Ltd Goods Return Authorisation (GRA) form within 7 days of receiving the goods. Approval for credit is at Novozone Ltd's exclusive discretion and any goods approved for return must be:  
-Returned to Novozone Ltd within 7 days of receiving GRA approval.  
-Returned freight prepaid into Novozone Ltd's store with all costs including the original shipping costs to the customer being payable by the customer.  
-In "as new" condition in the manufacturer's original container, unsoiled and undamaged.

No credit will be issued for:

- Goods specifically imported for the customer.
- Tubing cut to customer requested length.
- Goods received without an approved GRA.

## 10. Consumer Guarantees Act 1993

The Dealer acknowledges that all products supplied by Novozone Ltd to the Dealer have been acquired by the Dealer for the purposes of resupply in trade. If any of the products are acquired by the Dealer for the Dealer's own use, the Dealer acknowledges such products are acquired for the purposes of a business, and the provisions of the Consumers Guarantees Act 1993 ("CGA") are expressly contracted out of to the extent permitted by the CGA.

