

## **TERMS AND CONDITIONS**

- 1.1 In consideration of Hodder & Taylors Limited (“the Company”) supplying goods to the purchaser (“the Client”), the Client agrees to make payment of monies owed on the due date. If payment is not received on the due date the Client agrees to pay interest (at the rate of 12.5% pa) on any amount outstanding until such time as payment is received.
- 1.2 These Terms and Conditions shall apply to all goods supplied by the Company to the Client.

### **2. PAYMENT**

- 2.1 The Client shall pay the full amount owing on the due date without deduction. No payment shall be withheld, reduced or deferred on account of any claim, counterclaim, set-off or otherwise.
- 2.2 If full payment is not made by the due date then interest charges shall apply. The Client acknowledges and agrees that any interest charged shall be:
  - calculated from the due date
  - will accrue daily
  - compounded to and become part of the principal debt outstanding at the end of each month of default
  - and carry interest in like manner
- 2.3 The Client shall also be liable to pay and shall pay all the expenses and legal costs incurred by the Company that relate to the recovery by the Company of any monies owed by the Client.
- 2.4 Any payment made by the Client will not be treated as having being made until it is actually credited to the Company’s account, and if made by cheque then until that cheque is cleared.

### **3. WARRANTIES AND THE COMPANY'S LIABILITY**

- 3.1 Except as set out in these Terms and Conditions or otherwise expressly agreed in writing, all conditions, representations, warranties, terms and undertakings, whether express or implied, are excluded to the maximum extent permitted by law. Without limiting the preceding sentence, the Sale of Goods Act 1908 is excluded and the Company gives no representation or warranty concerning any description, condition, quality or fitness for purpose of any goods. Where goods are acquired in trade, the Client acknowledges that the Consumer Guarantees Act 1993 (NZ) does not apply.
- 3.2 If, despite the exclusions above, the Company is held to be liable for any defect in the goods or their supply, the Company's obligations are limited, at the Company's option, to replacing the goods or refunding the price paid by the Client for those goods.
- 3.3 Notwithstanding any other provision of these Terms, the Company's maximum aggregate liability arising out of or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, will not exceed the price paid by the Client for the goods the subject of the relevant claim.
- 3.4 Any and all claims in respect of the goods or these Terms and Conditions must be made by the Client in writing to the Company within seven days of delivery. Any claims not made within this timeframe will be invalid and the Company will have no liability whatsoever in respect of such claims.
- 3.5 Notwithstanding any other provision of these Terms and Conditions, in no event will the Company be liable, whether in contract, tort or otherwise:

a) where the Client has altered or modified any goods, misapplied any goods or subjected any goods to any unusual or non-recommended use, service or handling;

b) where any goods are not transported, stored, handled or used in accordance with any Company or manufacturer directions, including but not limited to instructions accompanying the goods or contained on labels or packaging; or

c) for any indirect or consequential loss, or for any loss of profit, savings or goodwill (whether direct or indirect) or special or exemplary damages.

#### **4. RECOVERY**

4.1 The Company will keep a record of the transactions with the Client by way of monthly statements. If the Client disputes any aspect of the statement then written notice of that dispute must be given to the Company during the month immediately after that in which the transaction took place.

4.2 Subject to clause 4.1, except for any proper correction made by the Company, each monthly statement shall be taken as a complete and correct record. If the Company takes any action to recover the amount or amounts due by the Client that action shall be for the whole of the transactions and therefore the total recorded in the current monthly statement.

4.3 A director/shareholder (owning at least 15% of the shares) of the Client shall be personally liable for the performance of the Client's obligations under this contract.

#### **5. WAIVER**

5.1 The Company shall not be taken to have waived any term of this Agreement unless such waiver is in writing and signed by the Chief Executive or local Branch Manager of the Company. Any such waiver shall be specific to the particular transaction, dealing or matter in respect of which it is given.

#### **6. ASSIGNMENT**

6.1 The Company may assign to any other person all or any part of any debt owed by the Client to the Company.

#### **7. FINALIZING ACCOUNT**

7.1 On closing of this account any monies due to the Client shall first be applied to any other monies owed to the Company or any other account that may be owed by the Client to the Company.

#### **8. INFORMATION**

8.1 The Client authorises the Company to make enquiries and obtain such information as may be necessary for the purposes of the Company's credit enquiries.

#### **9. ALTERATIONS**

9.1 The Company may alter the Terms and Conditions from time to time. The current Terms and Conditions will be available on [www.hnt.co.nz](http://www.hnt.co.nz)