

1. TERMS AND CONDITIONS OF SALE IN PAYMENT

1.1 These conditions shall apply to all goods and services sold by WELDING TECHNOLOGY LTD (“the Supplier”), or any agents or employees thereof or any person acting on behalf of and with the authority of Welding Technology Ltd.

1.2 The Purchaser of the goods or services (“the Customer”)

2. TERMS OF PAYMENT

(a) Payment in full of the invoiced purchase price is due on the 20th of the month following the date of invoice (the “due date”) unless agreed in writing by a duly authorised representative of the Supplier.

(b) Interest may be charged on the amount owing from due date at a rate not exceeding the Supplier’s current overdraft rate plus 5.79% PA and notified in a monthly statement provided by the Supplier to the Buyer.

(c) The Customer shall on demand reimburse Welding Technology Ltd for all costs (including legal costs on a solicitor/client basis), expenses or other sums reasonably incurred by Welding Technology Ltd in exercising any right or remedy available to it incurred as a result of payment default by the Customer.

3. RISK AND TITLE

(a) It’s specifically acknowledged by the Customer that the risk in the goods supplied by the Supplier shall pass to the Customer on delivery. Delivery to the Customer is ex store of Welding Technology Ltd. Where delivery to the premises of the Customer or any other place including a site or property owned by a third party is requested and where Welding Technology Ltd contracts with a carrier to do so, delivery of the goods to the carrier in all circumstances constitutes delivery to the Customer.

(b) Ownership of any goods supplied by the Supplier to the Customer will only pass to the Customer when the Customer has paid the Supplier in full and until then and without prejudice to any other rights or remedies which the Supplier may have in these conditions or at law, the Supplier shall be entitled to repossess the goods and without prejudice to any claim for damage or deterioration to the goods supplied. Until payment in full has been received (excluding any dishonoured or unpaid cheques or credits) the Customer shall be a bailee only in respect of the goods.

(c) In the event that the Customer is not purchasing the goods for the Customer’s own use or consumption, or, if the goods have been on sold by the Customer, prior to payment therefore, then until payment in full of the purchase price and all outstanding indebtedness has been made, the Customer acknowledges and agrees that:

(i) the goods are held by the Customer as Bailee to be sold by it as Agent for and on behalf of the Supplier;

(ii) the Customer shall, if directed by the Supplier, store the goods supplied in such a way that it is clear that they are the property of the Supplier;

(iii) if the goods have been resold by the Customer prior to payment in full of the outstanding indebtedness of the Customer to the Supplier, then the proceeds of the resale are held in trust for the Supplier and shall be accounted for separately and shall not be mingled with any other moneys;

(d) The Customer hereby irrevocably gives the Supplier its agents and servants leave and licence without the necessity of giving any notice to enter any premises occupied by the Customer to search for and remove any of the goods supplied in which the Supplier has ownership as aforesaid without in any way being liable to the Customer or any persons claiming through the Customer. If the goods or any of them are wholly or partially attached to or incorporated in any other goods, the Supplier may when practical disconnect or sever them in any way necessary to remove the goods.

(e) If prior to payment the goods have been mixed with goods being the property of the Customer or are processed with or incorporated therein (and it is impractical to disconnect or sever them) then the produce thereof shall become and/or shall be deemed to be the sole and exclusive property of the Supplier.

(f) This Clause is intended to protect the Supplier in the event of the default, insolvency, liquidation, or receivership of the Customer.

(g) The Customer agrees that this document evidences a Purchase Money Security Agreement in terms of the Personal Property Securities Act 1999 and that the Supplier may take steps to protect its security if it so decides.

4. PRICE AND PAYMENT

4.1 At the Supplier’s sole discretion the Price shall be either:

(a) as indicated on any invoice provided by the Supplier to the Customer; or

(b) the Price as at the date of delivery of the Goods according to the Supplier’s current price list; or

(c) the Supplier’s quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

4.2 The Supplier reserves the right to change the Price:

(a) if a variation to the Goods which are to be supplied is requested; or

(b) if during the course of the Services, the Goods cease to be available from the Supplier’s third-party suppliers, then the Supplier reserves the right to provide alternative Goods; or

(c) in the event of increases to the Supplier in the cost of labour or materials which are beyond the Supplier’s control.

4.3 Variations will be charged for on the basis of the Supplier’s quotation, and will be detailed in writing, and shown as variations on the Supplier’s invoice. The Customer shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

4.4 At the Supplier’s sole discretion a non-refundable deposit may be required.

4.5 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the Supplier, which may be:

(a) on delivery of the Goods;

(b) before delivery of the Goods;

(c) by way of instalments/progress payments in accordance with the Supplier’s payment schedule;

(d) the date specified on any invoice or other form as being the date for payment; or

(e) failing any notice to the contrary, the date which is twenty (20) days following the end of the month in which a statement is delivered to the Customer’s address or address for notices.

4.6 Payment may be made by cash, cheque, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Supplier.

4.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.

4.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. **ON-LINE ORDERING**

5.1 The Customer acknowledges and agrees that they are over the age of 18 years:

(a) the Supplier does not guarantee the website's performance;

(b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by the Supplier

(c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;

(d) there are inherent hazards in electronic distribution, and as such the Supplier cannot warrant against delays or errors in transmitting data between the Customer and the Supplier including orders, and you agree that to the maximum extent permitted by law, the Supplier will not be liable for any losses which the Customer suffers as a result of online-ordering not being available or for delays or errors in transmitting orders;

(e) when making a transaction through the website, "Your credit card details do not get stored, processed or transmitted through Welding Technology Ltd's website; all transactions are processed through Paymark Limited ("Paymark"). As a Payment Card Industry Data Security Standard ("PCI DSS") certified entity, Paymark is assessed against strict requirements for protecting your cardholder data. All transaction sessions are encrypted using current and proven encryption technology. You can review Paymark's privacy policy" <https://www.paymark.co.nz/our-fine-print/>

(f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, the Supplier shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction. The Supplier reserves the right to terminate the Customer's order if it learns that you have provided false or misleading information, interfered with other users or the administration of the Supplier's business, or violated these terms and conditions.

6. **INSPECTON AND ACCEPTANCE**

Upon receipt of the goods the Customer shall inspect the goods at its expense and give written notice to Welding Technology Ltd within 7 days of delivery of any non-conformance to description or terms and conditions of this contract. Failure to give such notice shall constitute an irrevocable acceptance of the goods by the Customer.

7. **HIRE OF EQUIPMENT**

6.1 Where equipment is hired or borrowed for demonstration purposes from Welding Technology Ltd.

(a) The Customer shall not part with the possession of the equipment and shall not sublet, or sell, or attempt to alienate the equipment in any way, or deal with the equipment in any way that may be prejudicial to Welding Technology Ltd.

(b) The Customer shall be liable for any damage to or loss of the equipment however caused and in the event of any equipment being damaged, lost or stolen the Customer shall pay to Welding Technology Ltd the cost of making good the repair to the equipment or the cost of replacing the equipment whichever is the lesser.

(c) The Customer shall on request by Welding Technology Ltd advise of the whereabouts of any equipment and gives Welding Technology Ltd irrevocable licence to enter any premises within its control for the purposes of inspecting, repairing, testing or removing the equipment and further if the Customer fails to pay any monies owing after the due date Welding Technology Ltd may enter any premises and take possession and remove the equipment.

(d) Without prejudice to any other remedies available to Welding Technology Ltd and notwithstanding any period of hire specified, Welding Technology Ltd may terminate a hire contract at any time.

8. **RETURNED GOODS:**

(a) If goods are returned by the Customer to the Supplier, they must be received by the Supplier prior to the expiration of 14 days from the date of invoice before consideration will be given to a credit being issued to the Customer by the Supplier. Returns must be accompanied by the packing slip and our completed returns form (see our website). Unless by prior arrangement returned goods received by the Supplier after the 14 days period stipulated will not be accepted.

(b) The value of credits issued by the Supplier for returned goods shall be at the Supplier's sole discretion; there may however be a deduction from the invoiced value of at least 15% to cover handling charges incurred by the Supplier. The value of credits issued may be further reduced to take account of any deterioration in the original quality or appearance of the goods.

9. **PRIVACY ACT REQUIREMENTS:**

I/We irrevocably authorise any person or company to provide you with such information as you may require in response to your credit and/or employment enquiries. I/We authorise you to furnish to any third-party details of this application and any subsequent dealings that I/We may have with you as a result of this application being actioned by you.

10. **WEBSITE PRIVACY POLICY / WEBSITE TERMS AND CONDITIONS**

10.1 Welding Technology knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. When visiting Welding Technology Web site, you are accepting the practices described in our Privacy Policy Notice

10.2. Welding Technology and its affiliates provide their services to you subject to the following conditions. When you visit or shop at Welding Technology, you accept the Website Terms and Conditions. Please read them carefully. In addition, when you use any current or future Welding Technology service or visit or purchase from any business affiliated with Welding Technology, whether or not included in the Welding Technology Web site, you also will be subject to the guidelines and conditions applicable to such service or business.

11. **DIRECTORS GUARANTEE**

If signing this Application for Credit on behalf of a company I/We acknowledge that the directors of the Company personally guarantee jointly and severally to Welding Technology Ltd the due and punctual performance by the Company of its obligations to Welding Technology Ltd of all money and debts accruing to Welding Technology Ltd against any loss accruing in relation to the supply of goods/services under this account so that Welding Technology Ltd may treat the directors as though they had personally purchased the goods and services concerned.