

Name: \_\_\_\_\_

Trading as: \_\_\_\_\_

Or Company Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Delivery: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Registered Office: \_\_\_\_\_ Number of Staff: \_\_\_\_\_

\_\_\_\_\_

Order numbers required?

\_\_\_\_\_

Yes ☐ No ☐

Nature of Business: \_\_\_\_\_

Authorized Buyer: \_\_\_\_\_ Email and Ph: \_\_\_\_\_

Authorized Buyer: \_\_\_\_\_ Email and Ph: \_\_\_\_\_

Director's Names Addresses and contact details:

Names: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone and email: \_\_\_\_\_

Company Secretary: \_\_\_\_\_

Accounts contact: \_\_\_\_\_ Email for invoices: \_\_\_\_\_

Trade 1. \_\_\_\_\_ Ph. \_\_\_\_\_

References 2. \_\_\_\_\_ Ph. \_\_\_\_\_

3. \_\_\_\_\_ Ph. \_\_\_\_\_

The customer hereby agrees that they have read and accepted the Ambient Trading Co General Terms and Conditions of sale.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SALE

All quotations and contracts shall be subject to the following conditions:

### 1. DEFINITIONS:

The following persons or organizations named herein shall have the meanings defined below, and shall always include their executors, administrators, successors and assigns.

SELLER: Ambient Trading Company (hereafter known as Ambient)

OFFICE/STORE LOCATION: 320 Prestons Road, Christchurch, New Zealand, or any other premises operated from in the nature.

PURCHASER: The person, company or organization who purchases any goods or services from Ambient

PURCHASE ORDER: The statement of the Purchaser's requirements, whether written or verbal, given by the Purchaser to the Seller.

CONTRACT: The term "Contract" refers to any agreement to supply goods or services to the Purchaser.

### 2. VARIATION OF TERMS:

These terms and conditions shall apply to every contract between Ambient and the Purchaser. The placing of a Purchase Order by the Purchaser shall be deemed to imply acceptance by the purchaser of the general terms and conditions as stated herein. Any variations to these terms and conditions must be confirmed in writing by Ambient.

### 3. PRICES:

The price to be paid shall be according to any quotation submitted by the Seller to the Purchaser. If no quotation has been submitted, the price shall be according to the price list in force at the time of dispatch of the goods. If neither of these applies, the price shall be as indicated on an invoice provided by Ambient upon completion of the order. Prices quoted by the Seller shall be subject to adjustment, correction or withdrawal at any time before acceptance of the Purchaser's Order by the Seller. Unless specified to the contrary, prices quoted are "ex Ambient store", and freight will be charged where applicable. If the Purchaser is a NZ-based person, company or organization, Goods and Services Tax shall be payable by the Purchaser in addition to the contract price, at such rate as may be required by law.

### 4. PAYMENTS:

The Payment Terms as detailed in any quotation shall be strictly adhered to. Where non-standard goods are to be supplied, the Seller may request a 50% deposit to be paid at the time of an order being placed by the Purchaser. For NZ-based trade customers, agents and resellers, where a credit account has been approved by the Seller, payment is due on the 20th of the month following the date of invoice. If the Purchaser is in default of making payment in accordance with this clause, then interest shall be added to the unpaid amount, at the rate of 1.5% per month, from the date the payment was due, until the date of actual payment and further supply of goods or services may be suspended at Ambient's discretion. The Purchaser shall also be liable to pay any costs incurred by Ambient incidental to the enforcement or attempted enforcement of its rights under the contract.

### 5. DELIVERY:

The Seller will use its best endeavours to comply with any delivery date agreed with the Purchaser, but shall not be liable for any delay or for consequential loss resulting from late delivery of goods or for loss or damage to goods after dispatch from the Seller's store. Delivery is deemed to be complete when the goods have been uplifted by the Purchaser's or Seller's carrier. The Purchaser shall notify the Seller immediately on receipt of the goods if they have been damaged during delivery.

### 6. INSURANCE:

Insurance for goods during delivery within NZ is the responsibility of the Purchaser, even if the Seller arranges the carrier on the Purchaser's behalf. Insurance for all export shipments is automatically included where export freight is arranged by Ambient on behalf of the Purchaser. This insurance will be on-charged to the Purchaser.

### 7. RISK AND RESERVATION OF TITLE:

Liability and risk shall pass to the Purchaser at the time the goods leave Ambient's store, notwithstanding that Ambient may arrange delivery. The Seller shall retain a Purchase Money Security Interest in all goods sold and delivered to the Purchaser. The Seller may perfect its security interests by registering financing statement(s) pursuant to the Personal Property Securities Act 1999. The purchaser waives any right to receive verification of any financing statements so registered. If the Purchaser fails to comply with the Seller's terms of payment, the Seller shall have all rights and remedies as may be available to it, and the Seller or its authorized agent may enter upon any premises where the goods are situated, and take possession of such goods. The Purchaser shall fully indemnify the Seller for any claim and/or demand which may be brought in respect of such entry and taking of possession. The Purchaser agrees to provide complete, accurate and up-to-date information as the Seller may reasonably require for registering a financing statement on the Personal Property Securities Register, and shall provide not less than 14 days written notice of any proposed change in the Purchaser's name or other details.

### 8. WARRANTY:

The Seller gives no undertaking or warranty that goods supplied are fit or suited for any particular purpose or process.

### 9. LIMITATION OF LIABILITY:

The Seller shall not be liable for any indirect or consequential damage or loss (including loss of profit) which the Purchaser may suffer as a result of any delay in delivery, or any breach by the Seller of these terms and conditions. The liability of the Seller shall not under any circumstances exceed the purchase price of the goods.

### 10. CONSUMER GUARANTEES ACT 1993:

Where all goods and services supplied by Ambient are for business purposes, the statutory guarantees of the Consumer Guarantees Act 1993 shall not apply.

### 11. RETURN OF GOODS:

Goods will not be accepted for the credit unless prior approval is obtained from Ambient. Such returns shall be made within 14 days of delivery, freight paid, and in original condition. A handling charge of 25% may be charged to the Purchaser's account.

### 12. CANCELLATION:

Cancellation of an accepted Purchase Order after work has commenced in the manufacturing and/or assembly of goods, shall only be with the written consent of Ambient. The Purchaser shall reimburse Ambient for materials, labour and other incidental expenses that may have been incurred before the order was cancelled.

### 13. SPECIFICATIONS:

The specifications of goods offered are approximate only. The goods supplied may not be identical to those offered or ordered, but will be as similar to those offered or ordered as are commercially available.

### 14. OPERATION OF LAW:

These conditions shall be construed, and the rights of the parties hereto shall be regulated by the Laws of New Zealand. The parties shall submit to the jurisdiction of New Zealand Courts in the event of any dispute.

### 15. GENERAL:

Ambient reserves the right to review these terms and conditions at any time. In the event of change(s) being made, the change(s) will take effect from the date on which the Purchaser is notified of such change(s).