

**29 June 2017**

Web site Terms and Conditions 29-06-2017

## **Terms And Conditions**

### **Supplier:**

Refers to 'ASI Limited'

### **General**

Acceptance of any product from ASI Ltd indicates your acceptance of these terms and conditions.

For each order made through our website, the buyer will be provided email communications to keep the buyer informed of the progress of their order. We will endeavor to also provide Courier Track and Trace references for the buyers' convenience.

Any variation, waiver or cancellation of the buyers order shall have no effect unless accepted in writing by ASI Ltd.

Any pricing variation resulting from a variation of the order shall be at the discretion of ASI Ltd.

Any cancellation accepted by ASI Ltd may incur a handling charge of up to 15% of the price

ASI Ltd reserves the right to refuse to accept any order, or any part of an order, for any reason whatsoever.

Please note that all products on this website are subject to availability.

ASI Ltd reserves the right to amend or change these Terms and Conditions at any time without notice, although ASI Ltd will endeavor to notify customers ahead of time.

### **Consumer Guarantees Act 1993**

These Terms and Condition shall be interpreted subject to the purchasers' rights under the Act, in that these conditions shall not limit the buyers' rights under the Act in any way.

Where the product(s) have been purchased for the purpose of business then the Act shall not apply.

### **Prices**

All prices are in NZ Dollars and have Goods and Services Tax (GST) included. Insurance, freight and handling charges may apply.

All prices may be altered without notice and are subject to change up to the time the order is shipped.

ASI Ltd will try to ensure that all prices and information displayed on this website are current and correct. In the rare instance that we make a mistake or a price is corrected due to exceptional circumstances, we will inform you as soon as possible and provide you with the option of either canceling the order, continuing with the order at the corrected price or the selection of an alternative product

The price of all back orders will reflect any price changes that occur at the time.

### **Payment**

Orders may be paid for by Cash, Bank Cheque or Direct Payment into our Bank Account.

Payment by cheque or direct payment will not be considered payment until it has been fully cleared through the banking system into ASI Ltd's bank account

Unless a prior agreement has been made with and confirmed by ASI Ltd, orders will not be shipped until full payment is received.

Where ASI Ltd has agreed to extend credit to the buyer (as an Organization, Company) the following will apply:

- Accounts are to be paid in full by the due date
- Where any accounts are not paid in full, ASI Ltd has the right to hire the services of a debt collection agency. The debtor will pay the additional collection costs on top of the outstanding account.
- Where the account is not paid, the buyer shall pay interest on the balance outstanding at 2% per month on the balance of the invoice outstanding from the due date for payment until the date on which the amount is paid.
- ASI Ltd reserves the right to pass the details of unpaid accounts to a credit reference agency and the buyer will be liable for recovery costs incurred.
- ASI Ltd may refuse to supply any further goods and/or grant further extensions of credit while overdue amounts are owed.
- ASI Ltd may withdraw credit facilities at any time without notice.
- All goods are considered the property of ASI Ltd until full payment has been made.
- ASI Ltd reserves the right to enter premises to repossess any goods the subject of an unpaid account. Therefore all goods unpaid for must be stored and labeled clearly that they are the property of ASI Ltd.

### **Warranty Policy**

The warranty period is as dictated by the manufacturer.

In the absence of a manufacturers warranty, ASI Limited will provide a 30 day return to base warranty from date of delivery unless otherwise stated in the product listing.

The buyer must report any faults to us by email within 48hours of identification. ASI Ltd reserves the right to refuse claims that are made after this time.

Warranties are not transferable beyond the original buyer.

Warranties are valid in New Zealand only

### **Warranty Period Consumables**

In the absence of a manufacturers warranty consumable items will be replaced/repared if deemed defective within a 3 month period from time of supply, but not replaced/repared due to end of life caused by normal wear and tear, excessive or improper use

### **Limitations**

The warranty will be voided if the product is used outside the manufacturer's specification, or due care has not been taken in the operation of the equipment.

ASI Ltd will not cover damage from misuse, negligent, accident, inappropriate or improper operation, maintenance, installation, modification or adjustment.

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ASI Ltd will not cover damage caused by electrical power surges or lightening storms

### ***Liability***

The buyer shall ensure that the goods ordered are fit and suitable for the purpose for which they are required prior to making an order and ASI Ltd is under no liability if they are not.

ASI Ltd is not liable for any loss of income, injury or damages the customer may suffer due to the operating of the equipment, during and after the warranty period. This includes the situations where the equipment is functioning to specification and not functioning to specification.

The supplier is not liable for any loss of income, injury or damages the customer may suffer. Should the equipment become faulty and need repair, during and after the warranty period.

### ***Repair and Replacement***

The customer is entitled to only such benefits as ASI Ltd may receive under any guarantee given to ASI Ltd by the manufacturer of the goods.

In the absence of a manufacturers guarantee, ASI Ltd is only liable for the repair or replacement at the discretion of ASI Ltd.

The customer is responsible for freight costs back to ASI Ltd should the equipment be returned for repair under warranty. The buyer is solely liable for any shipment lost-in-transit.

ASI Ltd will endeavour to minimise any inconvenience that may occur should the equipment require repair.

### ***Information Supplied by Buyer***

The buyer warrants that any information supplied by it through the website or in any credit application is true and correct.

The buyer acknowledges that ASI Ltd will rely upon the correctness of the information that the buyer has provided and the buyer agrees to inform ASI Ltd of any change in the information.

### ***Information Supplied by ASI Ltd***

ASI Ltd relies on information from it's suppliers and manufacturers. Descriptions, illustrations and literature are therefore not binding to ASI Ltd. If the goods do not match the description on the ASI Ltd website, the buyer should inform ASI Ltd immediately so that ASI Ltd may take appropriate action.

Modifications and improvements to the ASI Ltd website are constantly being made, ASI Ltd will endeavor to keep all information as correct as possible.

ASI Ltd is entitled at any time to correct all errors and omissions (whether clerical, computational, or otherwise) in any advertising, listing, invoice or correspondence. Due to ASI Ltd's administrative processes, errors (if any) may be discovered after the goods have been delivered to the Buyer. ASI Ltd will notify the buyer promptly of any error or omission discovered by ASI Ltd, and give the buyer the option of returning the goods for a full refund.