



GENERAL TERMS AND CONDITIONS OF SALE OF GOODS

1. These terms and conditions of sale apply to all contracts of sale entered into by Cetnaj Stronglink Ltd ("seller"), unless amended in writing and signed by a senior officer of the seller. By acceptance of deliveries made in pursuance of any purchase order placed upon seller, buyer accepts the terms and conditions contained herein. Seller's failure to object to any term or condition contained in any communication from buyer shall not be deemed a waiver of these terms and conditions.
2. The credit terms set out in the buyer's credit application form part of these conditions. All invoices are net and are due and payable 30 days from the end of the month in which the invoice is raised.
3. Price lists are subject to change without notice and the invoice price will be based on the price list current at the date of invoice. A quotation is not to be construed as an offer or obligation to sell and seller reserves the right to accept or reject any orders received.
4. The buyer shall have no right of set-off in respect of any claim against seller.
5. Seller supplies goods on condition that:
 - (a) The goods are at the risk of buyer as soon as the goods have been delivered to or into the custody of buyer or buyer's agent or otherwise at the direction of buyer. Delivery to the buyer's nominated carrier shall constitute delivery to buyer.
 - (b) Property in and legal title to the goods remains with seller until they and all other goods previously supplied by seller to buyer whether under this or any other contract (collectively referred to as "the goods") have been paid for by buyer. Until the goods have been paid for:
 - (i) Seller may by its servants and agents enter buyer's premises or elsewhere at any time without notice to inspect the goods.
 - (ii) Buyer must store the goods including other goods into which the goods have been incorporated in such a manner as to show clearly that the goods are the property of seller.
 - (iii) Buyer must deliver up the goods to seller on demand, and in default of delivery, seller may by its servants and agents enter buyer's premises or elsewhere at any time without notice to repossess the goods,
 - (iv) To the extent (if any) that the property in and legal title to the goods has passed to buyer by operation of law, then seller has a specific lien over the goods until paid for in full; and
 - (v) if buyer receives any proceeds from the sale of the goods from any other party, buyer receives those proceeds on trust for the seller to be applied in payment of the purchase price for the goods and those proceeds must be kept separate and dealt with separately by buyer at all times until they have been paid to seller.

The whole of this clause applies notwithstanding any arrangements under which seller grants credit to buyer. Buyer indemnifies seller from and against all costs or damages which might be incurred by seller arising out of its taking possession of the goods.
6. Seller reserves the right to make delivery in installments unless otherwise expressly agreed in writing to the contrary by seller. All such installments when separately invoiced shall be paid for when due in accordance with the invoice without regard to subsequent deliveries. While every effort shall be made by seller to meet buyer's requested delivery dates, seller shall not be liable for any loss or damage (including consequential loss) should delivery be delayed or prevented due to any cause or circumstance beyond seller's control, including non-availability of stock.
7. Standard products as listed in the published price lists of seller may be returned for credit provided the goods:
 - (a) Are returned within seven (7) days of delivery, free to seller's warehouse.
 - (b) Are accompanied by a delivery docket stating seller's original invoice number and reason for return; and
 - (c) Are returned in an unsoiled, undamaged and resaleable condition in their original packing.

Goods will not be accepted for return after seven (7) days from date of delivery unless by prior arrangement and with the payment of a restocking fee of 15% of original net invoice value or \$30.00 net, whichever is greater. No goods will be accepted for return if purchased on an indent basis. In the case of shortages, buyer will only be entitled to claim a credit if it notifies seller orally or in writing of the shortage within two (2) days of the date of delivery and if such notice is given orally, confirms its claim in writing within seven (7) days of the date of delivery.
8. Seller will replace any products not of merchantable quality which are returned to seller within the warranty period. In order to obtain replacement under this warranty, buyer must present satisfactory evidence of purchase. Buyer bears the cost of transportation of goods to and from seller's premises.
9. Seller's warranty is conditional upon:
 - (a) The use by date of goods not having expired;
 - (b) The goods having been stored in accordance with notified storage conditions including those marked on packaging of the goods; and
 - (c) No modification or alteration of the goods having been undertaken or attempted.
10. These conditions must read and construed subject to any statutory provisions which imply warranties or conditions which cannot be excluded restricted or modified. If such statutory provisions apply, to the extent to which seller is entitled to do so, its liability shall be limited and at its option to:
 - (a) Its replacement of the goods or supply of equivalent goods;
 - (b) The payment of the cost of replacing the goods or acquiring equivalent goods;
 - (c) The payment of the costs of having the goods required; or
 - (d) The repair of the goods and the repair or replacement at seller's option of any device damaged by the goods under normal conditions of use.
11. In respect of goods not of the manufacture of seller or its principals, seller undertakes that it will, if requested in writing by buyer, make all reasonable endeavors in assisting buyer to obtain from the manufacturer the benefit of any guarantee or warranty which the manufacturer may have expressly given as to the quality or fitness for any purpose of the goods, except as may otherwise be provided by law. The fulfillment of this undertaking constitutes seller's sole liability for any loss of profits or other consequential loss or damage suffered by buyer in consequence of any defect in material or workmanship of the goods or the failure of the goods to perform in accordance with performance figures stated.
12. To the extent permitted by law, seller hereby excludes all other warranties, conditions representations and guarantees in respect of any characteristics of the goods.
13. These conditions are to be so construed as not to infringe any government Legislation, and if necessary they shall be read down to such extent necessary to ensure they do not infringe. In the event that any condition cannot be read down so as not to infringe it shall be deemed to be void and severable.
14. These conditions shall be governed by the laws of New Zealand and buyer accepts the exclusive jurisdiction of the Courts of New Zealand. Buyer acknowledges that Courts in Auckland are appropriate Courts for the hearing and determination of any matter in dispute between buyer and seller including proceedings for the recovery of money due by buyer or seller.