

Electroair Services Terms of Trade

Definitions

'Supplier' means Electroair Services it's owners and employees.

'Customer' means any person company or entity purchasing any goods or using any service provided by the Supplier.

'Trade Customer' means any person company or entity purchasing any goods or using any service provided by the Supplier for business purposes and registered with the Supplier as a Trade Customer.

'Goods' means any new or second hand item sold to the Customer or handled on behalf of the Customer by the Supplier including any item that the Supplier has been requested by the Customer to inspect repair or modify.

Payment and Shipping

Payment must be made in full before goods are shipped. If a purchase is made via the Supplier's web store a detailed summary of that order will be automatically sent to the Customer at the email address provided by the Customer and held in the Supplier's database. If an order is placed other than via the Supplier's web store a tax invoice will be sent to the Customer via email or by any other means considered by the Supplier to be appropriate. If payment is not received by the Supplier within seven days of the date a web order is placed, or within seven days of the date the Supplier provides an invoice to the customer, that order may be cancelled by the Supplier. Goods received by the Supplier for inspection, repair or modification will be sold to recover costs if any invoice issued by the Supplier and related to those goods is not paid in full within 90 days from the invoice date or if after 90 days from receipt of those goods the Supplier considers the goods to have been abandoned by the Customer.

Unless stated otherwise shipping charges quoted, including free shipping, apply to delivery addresses within New Zealand North Island and South Island only. The Supplier's responsibility for any goods shipped ceases when the goods are passed to a carrier for delivery to the Customer.

Liability Limitation and Indemnity

To the extent the Consumer Guarantees Act 91 of 1993 or any similar national legislation apply to these Terms of Trade, then certain conditions and warranties will be implied into these Terms of Trade to the benefit of the Customer, and those conditions and warranties cannot be excluded, restricted or modified by any provision of these Terms of Trade.

However where the Customer carries on a business as defined in the Consumer Guarantees Act 91 of 1993, it agrees it is acquiring the products or services of the Supplier for the purposes of that business and nothing in that Act shall apply.

Except as provided for in these Terms of Trade the Supplier will not in any circumstances be liable for any loss, damage or injury of any kind arising out of or in any way connected with the performance of the goods or any act of the Supplier howsoever caused, including by way of negligence breach of contract breach of duty of bailment or wilful act of the Supplier, its employees, agents or subcontractors.

The Customer will indemnify the Supplier against all claims and demands whatsoever by whomsoever made in respect of any loss, damage or injury of any kind arising out of or in any way connected with the performance of the goods or any act of the Supplier howsoever caused, including by way of negligence, breach of contract, breach of duty of bailment or wilful act of the Supplier, its employees, agents or subcontractors.

Warranty Claims

Warranty claims shall be notified to the Supplier in writing before the expiry of the warranty period. Goods for which a warranty claim is made must be returned, freight paid, to the Supplier or any other repairer nominated and notified to the customer by the Supplier, within five working days of the Supplier's acknowledgement of the Customer's written notification of a defective product. The cost of shipping to return the repaired or replacement goods to the Customer must be paid by the Customer before shipping.

Change of mind returns

If the Customer wishes to return goods for any reason other than a warranty claim, the Customer shall first seek approval from the Supplier. Acceptance of any goods returned will be entirely at the discretion of the Supplier. **Before a return will be accepted** the following conditions shall be met.

1. The Customer must contact the Supplier and request a Return Merchandise Authorization (RMA) before returning goods. The Supplier shall be under no obligation to issue a credit or refund without a prior RMA, which **must accompany** the returned goods.
2. The return must be requested within 7 days of the date the goods were shipped to the Customer.
3. The returned goods must be received by the Supplier within 14 days of the date the goods were shipped by the Supplier to the Customer.
4. The returned goods must be in original condition, in unopened and undamaged packaging.
5. The Supplier will be entitled to charge the Customer a 20% re-stock fee for goods returned for credit.
6. The original shipping and packing costs will not be refunded for returned goods.
7. The cost of shipping goods to the Supplier must be met by the Customer.

Spare Parts

The Supplier does not encourage Customers to carry out their own repairs as this is best done by an experienced and qualified technician who knows how to correctly diagnose a fault and correctly carry out any repair and testing. The Supplier sells components for installation by qualified technicians.

If any Customer not registered with the Supplier as a Trade Customer, purchases any component that requires the use of a tool, or tools, for their fitting or installation the Supplier's warranty shall not apply to any such component and the Supplier will not accept any such component for return regardless of whether or not it has been fitted, or an attempt to fit it has been made.

Leniency

In the event that the Supplier shows leniency towards the Customer in any way including without exception or limitation waiving shipping cost or any other cost the Customer is required to meet under these Terms of Trade such leniency shall not alter these Terms of Trade and shall not entitle the customer to a repeat of such leniency.