

# **Terms and Conditions of Sale**

Mamod (NZ) Limited

**Version 1.1  
18 November 2007**

## **1. General**

- 1.1. This document supersedes any previous terms and conditions.
- 1.2. For this document:
  - 'we', 'our', 'us' refer to the company Mamod (NZ) Limited.
  - 'you', 'your' refer to the buyer or user.
  - 'website' refers to our website <http://www.mamod.co.nz>.
  - 'in writing' means by letter or email.
- 1.3. We reserve the right to update these terms and conditions at any time without notice. Any such changes will take effect from the date of this document. It is your responsibility to read the terms and conditions on each occasion you use our website and/or order goods.
- 1.4. No variation or deletion from or addition to these conditions of sale shall be binding on us unless the same is in writing and signed by or on behalf of a director of Mamod (NZ) Limited.
- 1.5. By using our website or making an order for goods from us you accept and agree to abide by all of our terms and conditions.
- 1.6. Prices and specifications of goods are subject to change without notice.
- 1.7. We have no liability to any subsequent purchaser if you on-sell our products. Your buyer's rights are not assignable without prior written consent from us.
- 1.8. We shall not be liable for consequential, indirect or special damages or loss of profits under any circumstances.
- 1.9. Goods sold must be used in accordance with manufacturer's instructions.
- 1.10. We are not liable for any loss, expense or injury due to the use, misuse, failure, fault or defect of the product. We require that the supplied user instructions be read and adhered to. If you have any concerns, do not use the equipment.
- 1.11. We shall not be under any liability to you in respects of defects in the goods, their quality or fitness for any or any particular purpose, nor will we entertain any claim by you in respect of loss or damage to or non-delivery of the goods unless all these conditions are adhered to.
- 1.12. You shall ensure that the goods ordered are fit and suitable for the purposes for which you require them and we are under no liability if they are not. If in doubt, ask.
- 1.13. We may provide technical advice when requested, but in no respect warranty such advice. Use of our advice for any purpose is solely at your discretion and risk. Our advice does not replace that of the manufacturer's.
- 1.14. We operate in a moral and ethical manner and trust in our manufacturer, transport companies and customers to operate in a similar fashion. We will always try to be open and fair in any dealings we have with you.

## **2. Orders and Payment**

- 2.1. Ordering can be done through our website, trademe, by email, by post or in person.
- 2.2. Posted orders should include payment in full.
- 2.3. Website orders will generate a copy of the submitted details to the email address supplied. If this is not received within 24 hours please contact us immediately.
- 2.4. All electronic orders will be later confirmed with a pro-forma invoice for immediate payment. All details should be checked, especially shipping address and items ordered. Contact us if there are any corrections before making payment.
- 2.5. We operate a prepaid "cash in advance" purchase system. Clear payment in full for goods must be made before shipping. The goods remain our property until paid for in full.
- 2.6. All prices are in New Zealand dollars (NZ\$) and include any GST payable.
- 2.7. Printed catalogue prices are only valid for the dates on the catalogue. Acceptance of an order at an out of date price is solely at our discretion. A further payment may be requested.
- 2.8. Payment can be made by bank deposit, cash or cheque. Please note that cheques may require up to 7 working days to clear. Do not post cash.
- 2.9. Once payment has cleared the goods will be shipped, except for non-stocked items that will then be transferred to our stock and subsequently shipped.
- 2.10. Not all items are stocked locally so there may be delay as we transfer stock. We will inform you of any delays after you order. Most common items are stocked.
- 2.11. Order cancellation can be done at any time before the goods are shipped, except for products not normally stocked. Once shipped the goods fall under our returns policies. Orders for products not normally stocked cannot be cancelled once you have paid and/or we have transferred the stock - the order will be delivered to you.
- 2.12. Product descriptions and images are for identification only and the use of such description shall not constitute a sale by description. We endeavour to keep these error free but unknown defects may exist. We reserve the right to amend any specification, description or image without notice.
- 2.13. We are not responsible for any expectation of standards, accuracy, performance or calibration of any product or part that exceeds and/or is not included in the product details, the inclusion of any part or product not included in the product details or the misunderstanding or misinterpreting of product details. Please read the product details and if in doubt ask.

### **3. Delivery**

- 3.1. Delivery will be made to the shipping address supplied. It is your responsibility to ensure there is someone able to receive and possibly sign for the goods in transit.
- 3.2. We are not responsible for goods damaged or lost in transit. When goods are delivered to the carrier our responsibility ceases and will be at your risk during transit and thereafter. Any claims for damage, loss or non-delivery of goods in transit must be promptly made against the carrier.
- 3.3. You must examine all goods received to confirm they are in good order and condition and notify us of any defects or damage within 7 days of receipt of the consignment. Claims after 7 days may not be accepted.
- 3.4. Insurance of goods in transit is the sole responsibility of the buyer.
- 3.5. Any quotations of delivery times by us are made in good faith but are estimates and we shall not be bound by such quotation.
- 3.6. We shall not be liable to you for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods, where such delay or failure is caused directly or indirectly by an act of gods, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or facilities and accidents, interruptions of, or delay in transportation or any other cause beyond our control.
- 3.7. An invoice will be sent with your shipment.

### **4. Non-Faulty Returns**

- 4.1. Requests for non-faulty returns must be made in writing within seven days from date of receipt.
- 4.2. Acceptance of non-faulty goods for return is solely at our discretion. Usually this cannot be entertained unless specific hardship or compelling reason can be demonstrated. Items not normally stocked cannot be returned for credit except under circumstances we deem exceptional.
- 4.3. Non-faulty goods returned will incur a restocking fee up to 20% of the invoiced price.
- 4.4. Goods returned for credit must be in original unfired saleable condition with original packaging. Once fired the goods cannot be returned unless faulty.
- 4.5. Goods will not be accepted for return in the absence of previous written authority. We shall be entitled to send back to you any unauthorised returns and you shall in such event pay to us all transportation and other costs incurred by us, including a minimum 5% handling charge.
- 4.6. You are liable for any transport costs for any returns.

### **5. Faulty Returns**

- 5.1. Mamod products are manufactured to the highest standard. In the unlikely event that the product contains a fault then notify us immediately. We may issue a return authority after discussions to solve any problems. All returns will be processed in a prompt and efficient manner.
- 5.2. Visual defects in the goods must be notified in writing to us within seven days of the receipt of the goods and non-visual defects notified in writing within three months of receipt.
- 5.3. A non-refundable charge may be levied if the goods are tested and deemed not faulty.
- 5.4. Any warranty will be deemed void if goods are found modified, misused, tampered with, any labels removed/tampered with, or not used in accordance with manufacturer instructions.
- 5.5. We reserve the right to fix or replace any faulty items at our discretion. We reserve the right to exchange defective goods with goods of saleable quality.
- 5.6. Claims may be referred to the product manufacturer for opinion. They may contest or uphold the claim and we will follow their opinion in these matters.
- 5.7. Goods will not be accepted for return in the absence of previous written authority. We shall be entitled to send back to you any unauthorised returns and you shall in such event pay to us all transportation and other costs incurred by us, including a minimum 5% handling charge.
- 5.8. You are liable for any transport costs for any returns.

### **6. Privacy**

- 6.1. We collect minimal personal information from you when you order and at other times, that include your name, physical address, email address and contact phone numbers. This is necessary so we can ship your goods and can contact you if a problem arises.
- 6.2. We do not collect financial information such as credit cards or bank accounts.
- 6.3. Your personal information is held on our computers. While steps are taken to ensure the security of this information, we cannot be held responsible for any reason for this information to be disclosed to any other party. This includes viruses, trojans, spyware, hackers and theft.
- 6.4. We may from time to time send you information to your physical or email addresses related directly to our products and services of which you have already used. We assume to have your 'Inferred Consent' for the purposes of the 'Unsolicited Electronic Messages Act 2007'.
- 6.5. We do not sell, rent or lease our visitor or customer information to third parties.
- 6.6. We may disclose information about you without your prior permission if we have a good faith belief that such action is necessary to conform to legal requirements (including, but not limited to, requirements in accordance with any applicable law, regulation or government request) or comply with legal process, or to help maintain the law, protect our rights or property, enforce our terms or act to protect the interests of our, or our related companies, customers or others.