

Terms & Conditions of Trade

Introduction

- 1.1 These Terms & Conditions form the principles under which IMO Group Ltd conducts business with its Customers.
- 1.2 We refer to ourselves, throughout this document as "IMO Group Ltd", "us" or "we". We refer to you, the Customer or Company purchasing goods or enlisting our Services, throughout this document as "The Customer", "you" or "your".
- 1.3 As a Customer of IMO Group Ltd you agree to be bound by the Terms & Conditions stated in this document. You acknowledge that you have read and understand these Terms & Conditions.
- 1.4 Placement of an order with IMO Group Ltd constitutes acceptance of these Terms & Conditions.

Pricing

- 2.1 Where no price is stated in writing or agreed to verbally, Goods shall be deemed to be sold at the current amount as such are sold by at the time of contract.
- 2.2 All prices that we quote are in New Zealand Dollars (\$) and are exclusive of freight, installation and GST. These will be invoiced at the prevailing rates on the date of invoicing.

Availability

- 3.1 All orders are subject to availability; however IMO Group Ltd will make every reasonable endeavor to supply Goods in full as soon as possible.

Orders

- 4.1 We will accept orders by any of the following methods: Electronic Mail, Facsimile, Telephone or a written order via Post.
- 4.2 All orders must be accompanied by any additional instructions that you require us to follow.
- 4.3 We cannot be responsible for mistakes that occur as a result of not being provided with complete and timely information from you. We expect that you will supply information regarding anything that may affect your order as soon as it is available to you.

Cancellation of Orders

- 5.1 Cancellation of orders will not be accepted if Goods have been committed for production, or dispatch if stock is available, unless subject to prior approval.
- 5.2 We must receive your request to cancel an order within five days of order placement.
- 5.3 If The Customer chooses to cancel an order before the specified delivery date you may incur a cancellation charge.

Delivery

- 6.1 Dates for delivery are approximate only.
- 6.2 No responsibility is undertaken to effect delivery by a special date although every endeavor will be made to carry out your requirements in this respect.
- 6.3 All Goods will be shipped within New Zealand by our chosen Carrier. If you wish to use alternative methods of shipment please let us know when placing your order.
- 6.4 Any Goods not available at the time your order is received will be ordered from our suppliers and you will be informed of a likely delivery date. We cannot guarantee that we will be able to ship Goods that are out of stock by any specific date. In this case we will give you the opportunity to cancel your order.
- 6.5 We cannot be responsible for any loss arising from our failure to deliver Goods by a required date.

Risk

- 7.1 The risk in the Goods passes to the Customer upon delivery to your premises or your nominated delivery address.

Receipt of Goods

- 8.1 IMO Group Ltd will be responsible for ensuring that Goods sent to the Customer have reasonable insurance to cover against loss or damage during delivery.
- 8.2 Any damage or shortages at time of receipt should be marked on the Packing Slip and reported in writing to us within 24 hours of receipt. The Customer will be liable for any loss or damage to Goods that occur after they have been received.
- 8.3 It is the Customers responsibility to ensure that use of any Goods supplied by IMO Group Ltd are within the parameters and necessary environment specified by the manufacturer of those Goods
- 8.4 IMO Group Ltd cannot be liable for any failure or malfunction arising from misuse of Goods supplied.

Warranty

- 9.1 Manufacturers Warranty's apply where applicable. Goods supplied are suitable for the purpose intended by the Manufacturer.

Title & Security (Personal Property Securities Act)

- 10.1 All Goods remain the property of IMO Group Ltd until paid for in full.
- 10.2 If it becomes necessary to recover items supplied but not paid for, the Customer will be liable for the cost of this recovery and in addition any costs incurred restoring those Goods to saleable condition or where they cannot be restored, the entire cost of those Goods.
- 10.3 Upon assenting to these Terms & Conditions the Customer acknowledges and agrees that:
 - a) These Terms & Conditions constitute a Security agreement for the purposes of Section 36 of the Personal Properties Security Act 1999 (PPSA).
 - b) A security interest is taken in all Goods previously supplied by IMO Group Ltd to the Customer and all Goods that will be supplied in the future by IMO Group Ltd to the Customer during the continuance of the parties relationship.
- 10.4 The Customer warrants and undertakes to:
 - a) Sign any further documents and/or provide any further information, such information to be complete, accurate and up to date in all respects, which IMO Group Ltd may reasonably require to register a Financing Statement or Financing Change Statement on the PPSA Register.
 - b) Indemnify and upon demand reimburse IMO Group Ltd for all expenses incurred in registering a Financing Statement or Financing Change Statement on the PPSA Register or releasing any Goods charged thereby.
 - c) Give IMO Group Ltd not less than seven days prior written notice of any change in the Customers name and/or any other Change in the Customers details.
- 10.5 IMO Group Ltd reserves the right to delay delivery in the event that any of the Customers obligations under the Terms & Conditions of Trade are not complied with.

Billing

- 11.1 We will issue an invoice for Goods within two days of dispatch. If you require an invoice in advance of delivery to enable payment to be processed please inform us.
- 11.2 You will receive an Order Confirmation stating the cost of Goods and the date of delivery to site. If you require more detail, this can be provided on request.
- 11.3 If The Customer delays delivery of Goods, an invoice will be issued according to the delivery date specified on the Order Confirmation.

Payment

- 12.1 Our standard payment Terms for credit accounts is payment in full strictly on or before the 20th day of the month following the date of the invoice unless otherwise previously agreed in writing.
- 12.2 We prefer the following methods of payment for any products or Services provided:
 - a) Direct deposits to our bank account, see details attached.
 - b) Company or personal cheques, made payable to IMO Group Ltd.
- 12.3 Part payment will not compromise the rights of IMO Group Ltd, nor will it constitute satisfaction and/or transfer of title in the Goods.
- 12.4 Failure to pay on time will result in immediate withdrawal of any further deliveries of ordered Goods without notice and immediate further action will be taken to recover any debts and/or Goods which have not been paid for in full.
- 12.5 Interest may be charged on any amount owing if there is a failure to make payment at the rate of 5% per month or part month.
- 12.6 Any expenses or legal costs incurred in collecting payment will be paid by the Customer.

Liability

- 13.1 IMO Group Ltd accepts no liabilities for indirect or consequential loss of any kind which the Customer hereby acknowledges and agrees are not reasonably foreseeable.
- 13.2 IMO Group Ltd cannot be liable for any failure or malfunction arising from misuse of items supplied. See 10.4 Receipt of Goods.
- 13.3 Where the Customer purchases Goods or Services for business purposes, the Consumers Guarantees Act 1993 will not apply.

Disclaimer

- 14.1 IMO Group Ltd reserves the right to review these Terms & Conditions at any time and from time to time. If following any such review, there is to be any Change in such Terms & Conditions, change will take effect from the date on which IMO Group Ltd notifies the Customer of such change.

Governing Law

- 15.1 These Terms & Conditions are subject to the Laws of New Zealand and both parties agree to submit to the exclusive jurisdiction of the New Zealand Court.

