

# Terms of Trade

Between Burgess White Ltd (T/A SBARC) and the customer (herein referred to as you or your)

## PRICING POLICY

All pricing is in New Zealand Dollars and excludes GST (unless stated otherwise). Quotes will be provided on request and will remain valid for 31 days from quote date. All orders placed with Burgess White Ltd (T/A SBARC) are to be in writing, either by post or by email to [sales@sbarc.co.nz](mailto:sales@sbarc.co.nz).

## RETENTION OF TITLE

All goods remain the property of Burgess White Ltd (T/A SBARC) until they have been paid for in full.

## DELIVERY TIMES

If pre-arranged delivery date cannot be met, we will contact you to advise best delivery date. Orders for custom made overseas orders cannot be cancelled due to delays caused by external effects eg: shipping, customs, delays or strikes.

## SHIPPING INSTRUCTIONS

Goods will be delivered to your business address with packing slip attached unless specified. We email a copy of invoice on day of despatch. All instructions re: shipping must be in writing on every purchase order.

## FREIGHT

Where no freight company is specified on your order, we will ship by our carriers (fastest and most economical means) and add freight costs to invoices, this includes suppliers freight.

## POSTAGE AND PACKAGING

A postage and packaging fee will be charged as appropriate.

## INSURANCE

Insurance on goods in transit is the customer's responsibility.

## PAYMENT TERMS (Unless stated otherwise on invoice)

Strictly 7 days from invoice date, if credit status granted. Accounts outstanding in excess of 7 days, from due date will incur an immediate 10% fee plus 15% per annum finance charge and your credit & support is stopped until outstanding amounts are received. All customer orders over \$1000.00 for credit approved customers must be accompanied by a 50% deposit on placing your order and the remaining 50% will be invoiced on delivery. For new accounts, payment is required in full with order until credit status granted. Payments are not considered paid until funds are cleared.

## ELECTRONIC PAYMENTS

Payment by direct deposit is our preferred option. Please remit to –

Acct Name: Burgess White Ltd.

ANZ, New Lynn Branch Account

Number 01-0186-0318155-00

Please advise us by email of payment, including your company details, amount & invoice numbers that have been paid. [Email: sales@sbarc.co.nz](mailto:sales@sbarc.co.nz)

## CHEQUES

To be made payable to Burgess White Ltd.

## CREDITS / CLAIMS / RETURNS

In the unlikely event that you wish to return goods, only written claims within 14 days of invoice date will be considered. Returned goods will not be accepted unless we have acknowledged your claim in writing and advising you to return goods. Goods must be returned before credit (less restocking fee of 20%). is issued

## GUARANTEE

Burgess White Ltd (T/A SBARC) is committed to providing only quality products to our customers. If a product proves to have a manufacturer's defect, and is returned in its original condition within 14 days we will provide an exchange or refund. (Manufacturer's warranties may override this clause)

## REFUND POLICY

Unless there is a manufacturer's defect as outlined above we do not provide refunds on any products.

## ALTERATIONS / CANCELLATIONS

Once placed, an order cannot be cancelled unless agreed in writing by Burgess White Ltd (T/A SBARC). All charges incurred will be invoiced.

## PRIVACY

We are committed to protecting your privacy and respect your rights to privacy under the Privacy Act 1993 and comply with our other statutory obligations in respect of the collection, use, disclosure, storage and handling of your personal information. By using and visiting our website and/or providing us with your personal details you consent to this Privacy Policy.

## PURCHASE ORDERS AND CHANGES TO THEM

All instructions to be in writing. We do not accept verbal purchase orders or instructions.

## DISCLAIMER - INDENT ITEMS

Prices quoted on imported products may fluctuate due to the fluctuations in the exchange rate and freight costs. Unless otherwise specified, importing charges are additional and exclude sea or airfreight, Customs Duty, Clearance charges and local freight.

## INDEMNITIES

You hereby agree to indemnify Burgess White Ltd (T/A SBARC) and its servants, officers and agents ("Burgess White Ltd (T/A SBARC) & its Related Parties") against any losses, claims, damages, liabilities, costs, expenses or any other outgoings whatsoever ("Losses") which in any way directly or indirectly arise out of Burgess White Ltd (T/A SBARC)'s efforts to carry out contracted services or installation of goods or services.

## GUARANTOR AND PAYMENT OBLIGATIONS

The Guarantor(s), if any, undertake(s) that in the event that the customer fails to pay all amounts specified promptly on due date, then the Guarantor(s) will immediately upon this default, become jointly and severally liable for and pay all sums due by the customer to Burgess White Ltd (T/A SBARC). The financial and indemnity obligations to Burgess White Ltd (T/A SBARC) of the

customer and any Guarantor(s) under this agreement shall continue notwithstanding the expiry or termination of the Mandate.

#### LEVEL OF SERVICE

Burgess White Ltd (T/A SBARC) undertakes to provide a satisfactory level of service to the customer. In the event that it is reasonably demonstrated that the level of service has been unsatisfactory, Burgess White Ltd (T/A SBARC) shall be obliged to repeat provision of the services but shall not be obliged to refund payments made.

Agreed and Signed on (Date):

For Burgess White Ltd

For Client:

Business name:

Signed for client by: (Please Print name and position beneath signature)