

Terms and Conditions

Warranty

The information contained in this web site is provided without warranty or representation of any kind, whether express or implied.

Product Specifications

The information contained in this website, including product data, product range, prices, diagrams and charts is subject to change by Aquacare NZ Ltd (AQ) without notice at any time as a result of product improvements or other reasons.

In addition the products, services and information listed in this website do not constitute an offer to sell and will also be dependent on availability.

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Confidentiality of Information Received

Any information received through this website from feedback, email or otherwise, will not be considered to be confidential and Aquacare NZ Ltd may use information received through such means without any restriction whatsoever and in any manner it chooses.

Standard Conditions of Trading

In these Conditions "AQ" means Aquacare NZ Ltd and "Buyer" means the person or body, firm or company with whom AQ enters into a contract for the sale of goods and/or the supply of services.

Quotations & Brochures

Any quotation given by AQ is a mere invitation to buy and does not constitute a contractual offer. All quotations lapse thirty (30) days after issue, but AQ may vary or withdraw a quotation at any time.

Brochures and catalogues are published as sources of general information only and do not constitute contractual offers and are not binding on AQ.

Formation of Contract

Orders for goods or services shall not be binding upon AQ until accepted in writing by its authorised employee. AQ reserves the right to accept orders in whole or in part. Any part order not accepted in the manner prescribed shall be regarded as having been refused. Confirmation also determines the final contents of the sales contract and shall be presumed to be correct without immediate written confirmation by the purchaser.

Price & Payment

In the absence of contrary express agreement the prices are to be understood net, in NZD, ex work, packaging excluded. All additional charges, such as packing, freight, insurance, export permits and other certifications, are to the purchaser's account.

The catalogue prices can be modified at any time without previous notice.

Unless otherwise agreed, payments shall be made in full within 30 days from the date of invoice.

Defaults in payment will entitle AQ to charge, without previous warning, an interest on arrears of at least 7% per annum with effect from the date on which the payment was due, plus a reminder fee.

Payments in foreign currency shall correspond to an exchange rate varying not more than 1% from the amount valid on the date of AQ's confirmation of order.

Delivery & Risk

Risk in the goods will pass to the Buyer ex AQ's warehouse upon the goods being placed upon the vessel or vehicle which is to deliver the goods to the Buyer. Buyer shall be responsible for arranging delivery and insurance of the goods. AQ shall not be liable to Buyer in the event of any failure to arrange insurance.

Whilst AQ shall use all reasonable endeavours to meet agreed delivery dates, AQ shall not be liable to Buyer for any loss or damage whatsoever should it be delayed or prevented from delivering goods, supplying services or otherwise performing any of its contractual obligations due to any cause or circumstance of any kind whatsoever. In the event of any delay in delivery or supply as aforesaid, the due date shall be deferred for a period equal to the time lost by reason the intervening cause or circumstance.

AQ reserves the right to deliver in instalments and all such instalments when separately invoiced, shall be paid for without regard to the delivery of subsequent instalments.

Retention of Title

AQ shall retain title to goods supplied to buyer until it has received payment in full for them. Goods belonging to AQ shall be stored so that they are identifiable as such. That AQ retains title to goods supplied until they have been paid for shall not affect its right as an unpaid seller. Furthermore if payment is overdue, or Buyer enters into bankruptcy, liquidation, a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, or becomes insolvent, AQ shall be entitled without prejudice to any other remedy, to repossess goods belonging to it and to enter any premises without notice for this purpose.

If any goods belonging to AQ are disposed of by Buyer or an insurance claim is made in respect of them, AQ shall be entitled to trace the sale of insurance proceeds, which proceeds shall be held by Buyer in a separate bank account on trust for AQ.

Claims

Buyer shall inspect all goods supplied upon delivery. AQ shall not be liable for shortages or other errors in delivery unless Buyer submits a written claim to AQ within seven (7) days of the delivery to which the claim relates.

Cancellation & Returns

Buyer may return goods supplied for a credit against subsequent orders within seven (7) days of delivery, provided the following conditions are satisfied:

- a) AQ's written approval has first been obtained and the invoice number and date have been quoted for reference.
- b) The goods are returned in their original condition; and
- c) Buyer agrees to pay to AQ a handling charge equal to 10% of the price paid for the goods.

AQ reserves the right to deduct a higher amount or to refuse to take the goods back if they have been specially manufactured for the customer.

Buyer may cancel in whole or in part, any contract for the supply of goods or services before supply has been made, provided the following conditions are satisfied:

- a) AQ's written approval has first been obtained; and
- b) Buyer agrees to pay any cancellation charge, being a fee based on the estimate of AQ's loss, specified by AQ.

AQ reserves the right to immediately cancel any contract for the supply of goods or services or suspend any such supply without incurring any liability to Buyer in any of the following circumstances:

- a) Buyer is overdue with any payment or otherwise in breach of these Conditions.
- b) Buyer enters into bankruptcy, liquidation or a composition with its creditors, has a receiver or manager appointed over all or any part of its assets or becomes insolvent; or
- c) Contractual performance is delayed or prevented due to any cause or circumstance.

Cancellation by AQ under this Clause shall be without prejudice to AQ's right to recover payment from Buyer of goods and services previously provided.

Warranty

The warranty period is one year from the date of the original retail sale. In the case of a written complaint, submitted in time, AQ undertakes only to repair or replace, at its own discretion, the defective products. Replacement parts are warranted for the remainder of the period of warranty for the goods into which they are incorporated.

Goods not manufactured by AQ are supplied by AQ to Buyer on an "as is" basis without warranty of any kind. However AQ shall assign to Buyer insofar as it is able to do so, the benefit of any condition, warranty or guarantee, express or implied in AQ's contract with its own supplier.

Neither AQ nor its subcontractors are subject to any warranty obligation when the damage is due to:

- a) frost, penetration of impurities, muddy or dirty pipes,
- b) normal wear,
- c) non-observation of the operating and maintenance instructions or of technical descriptions,
- d) changes of or other intervention on the product by the purchaser or third parties. Such an intervention will be presumed when AQ lead-seal or the sealing wire is damaged.

AQ warrants to perform services with reasonable care and skill and shall investigate any bona fide complaint that any services have been performed unsatisfactorily. If satisfied that such a complaint is justified, and as its sole liability to Buyer in respect of that warranty, AQ shall supply those services again at no extra charge to Buyer.

Limitation of Liability

To the extent permitted by law and subject only to any express exceptions contained in these Conditions, AQ shall under no circumstances be liable in any way whatsoever to Buyer for any form of loss, damage or expense sustained or incurred by Buyer or any other party in consequence of or resulting directly or indirectly out of the supply of goods or services by AQ, the use or performance thereof, any breach by AQ of any contract incorporating these Conditions, or the negligence of AQ.

Non-availability and Substitutes

While every effort shall be made to fulfil Buyer's orders for goods, AQ shall not be liable for any loss or damage arising through non-availability of stock.

AQ reserves the right to make changes in the construction and/or design of goods and notwithstanding any such changes, Buyer shall accept in performance of any order AQ's current corresponding standard model.

Law & Jurisdiction

The construction, validity and performance of any contract incorporating these Conditions shall be governed by the laws of New Zealand and Buyer shall submit to the jurisdiction of the Courts of this country.

General

All clerical errors are subject to correction and shall not bind AQ.

No employee of AQ is authorised to bind AQ unless AQ has given Buyer express written notice to that effect.

The invalidity or unenforceability of any provision of these Conditions shall not affect the validity or enforceability of the remaining provisions.

AQ's failure to enforce at any time or for any period of time, any term of any contract incorporating these Conditions, shall not constitute a waiver of such term and shall in no way affect its right later to enforce it.

Headings are included for ease of reference and do not form part of or affect the interpretation of these Conditions.

These Conditions bind AQ, Buyer and their respective successors and assigns.

The Buyer shall comply with all laws and regulations of New Zealand and provide all necessary information to, and obtain all necessary permits, approvals, licences, consents, authorisations and exemptions from any government authority or other appropriate body, in respect of the Buyer's use, marketing, distribution or resupply of goods acquired from AQ under these conditions or trading including but not limited to, all applicable export control laws and regulations such as the customs regulations.