

1 General

For the purpose of these terms of sale 'Rockford' means Rockford Industries Limited "Goods" means goods supplied by Rockford from time to time on these terms of sale and "customer" means applicant.

2 Order Cancellation

Cancellation of an order will only be accepted by Rockford if:

- (a) Rockford has received written notice of cancellation prior to the manufacture of Goods or
- (b) The Goods form part of Rockford's stock and trade and are not custom made.

3 Returns and Claims

In the event that the Goods are incorrectly ordered they may be returned for credit provided:

- (a) Rockford has received written notice prior to the goods being returned.
- (b) The goods form part of Rockford's stock and trade and are not custom made.
- (c) Notice of return is given within 7 days of receipt of the goods.
- (d) The customer accepts a charge for repacking, any freight charge incurred by Rockford and for any damage to the goods returned.

All claims for short delivery or Goods damaged in transit must be made within 7 days of delivery.

4 Payment on Account

Unless otherwise agreed the Goods are to be paid in full no later than the 20th of the month following delivery or installation, however Rockford reserves the right to require payment of the Goods in cash before such goods are despatched. If full payment of the Goods is not made by the due date, the customer will pay, at Rockford's discretion (and without prejudice to any other remedies that Rockford may have) on demand, default interest at a rate of 1.5% per month from the date when payment is due until the date when payment is actually made as well as all expenses and costs in connection with Rockford recovering or attempting to recover any overdue amount.

5 Point of Sale

Either

- (a) When the Goods arrive at the delivery point agreed with the customer or
- (b) If the customer is to arrange delivery of the Goods, when the Goods are available for collection by the customer.

6 Ownership and Risk

Ownership of any Goods supplied by Rockford will not pass to the customer until all amounts owing by the customer in respect of those Goods have been paid. Until ownership passes to the customer the Goods supplied are held by the customer for Rockford as bailee. The customer shall account to Rockford for the proceeds of any sale of the Goods. The customer irrevocably grants to Rockford the authority without the necessity of giving notice to enter on and into any premises occupied by the customer to search for and remove any Goods supplied in which Rockford has ownership. Risk in the Goods will pass to the customer on delivery of the Goods or when the Goods are picked up by the customer.

7 Liability

Nothing in these terms will affect any rights a person, who is a consumer, may have under the New Zealand Consumer Guarantees Act. Rockford offers a guarantee against defective materials and faulty workmanship by Rockford for a period of 5 years from the date of delivery provided the Goods are installed correctly as per the instructions supplied by Rockford and in accordance with Local Body regulations and the Goods have been used in a reasonable manner for the purpose for which the Goods were intended. This is a guarantee that the Goods will function for the purpose they were intended and expressly exclude the appearance of the Goods.

The total liability of Rockford whether in contract or tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in the Goods or any breach of Rockford's obligation to the customer is limited to:

- (a) the price of the Goods complained of or
- (b) the cost of repairing or replacing the defective Goods or
- (c) the actual loss or damage suffered by the customer, whichever is the least value.

Except where statute expressly requires otherwise, Rockford is not liable in any event for any loss of profits or any consequential, indirect or special damage, loss or injury of any kind suffered by the customer or any other person.

While Rockford will make every effort to ensure the accuracy of any advice, recommendations, information, assistance or service provided by Rockford in relation to the Goods supplied by it or their use or application, to the extent permitted by law, Rockford does not accept any liability or responsibility in respect of such advice.

8 The owners, partners or directors of the named business stated on this application will hereby personally guarantee severally and jointly debts owed by the business to Rockford.

9 Miscellaneous

If at any time Rockford does not enforce any of these terms of sale or grants the customer time or other indulgence, Rockford will not be construed as having waived that term or its rights to later enforce that or any other term. These terms will be governed by New Zealand law. Where any provision of these terms of sale is rendered void, unenforceable or otherwise ineffective by operation of law, that shall not affect the enforceability or effectiveness of any other provision of these terms of sale.