1. Acceptance of Orders
1.1 We, Allnex New Zealand Ltd will only supply you, the customer, with Goods on these terms and conditions of sale (Terms) unless we have agreed in writing to different terms.

2. Formation of Contract
A contract for the sale of Goods or the supply of Service from the Seller to the Buyer is formed when the order is received and accepted by the seller. The only contractual terms which are binding upon the Seller are those outlined in this contract or otherwise agreed to in writing by the Seller. The contract cannot be revoked except in accordance with clause 11.4.

3. Price

3.1 The price of the Goods:
3.1.1 Will be our current prices at the date of delivery unless we have quoted a firm price;
3.1.2 Will be our current prices at the date of delivery unless we have quoted a firm price;
3.1.3 Will be our current prices at the date of delivery unless we have quoted a firm price;
3.1.4 Will be our current prices at the date of delivery unless we have quoted a firm price.

4. Payment

4.1 Payment may be by bank cheque, electronic funds transfer, credit card settlement or deferred settlement.
4.2 If you commit an act of bankruptcy, go into receivership or liquidation or we treat the contract as cancelled under clause 3.1.3, we may exercise our rights as the holder of a security interest in the Goods.
4.3 You will not have a right to set-off or make any deductions for the price of the Goods without our prior written consent.
4.4 You will, upon demand, pay to us all monies (including, but not limited to, solicitors costs, court costs and disbursements) incurred or expended by us in recovering payment of any debt due to you.

5. Title and Risk
5.1 Risk in the Goods shall pass from us to you when the Goods are delivered in accordance with these Terms.
5.2 We remain the owners of the Goods we supply you until you have paid in full all the amounts that you owe to us for all the Goods we have supplied to you. Our interest in the Goods will be a security interest for the purposes of the PPSA.

6. Delivery

6.1 If you have specified a delivery date, we will deliver and give you the Goods at that date; however, you may not refuse to accept delivery of the Goods to you after the agreed delivery date, or cancel the contract without being liable to you in any way if the delay in delivery or circumstances preventing us from making the delivery, is in respect of causes outside our control:
6.2 We may deliver the Goods to you by instalments in any quantities and each delivery will be a separate contract independent from the others.

7. Limitation of Liability
7.1 Where we are the manufacturer, you agree to contract out of all statutory conditions, guarantees, and warranties.
7.2 We give all technical advice or assistance entirely at your risk, and on the basis that you will carry out your own determination as to the suitability of the Goods for your application of them.

8. Obligations and Indemnities
8.1 If you sell or re-sell the Goods in a Buyer document, and these terms apply to the provision of the Goods to the exclusion of all such other terms. The earlier of placement of the order, delivery or payment by the Seller is deemed acceptance by the Buyer of these terms. These Terms and Conditions shall form the entire agreement between the parties.

9. Title and Risk
9.1 You will comply with all health and safety laws and with all of our instructions in regard to the storage, handling and use of the Goods and to the delivery of the Goods.

10.1 You may only sell or use the Goods in New Zealand and must not allow them to be exported without our prior written agreement.

11.2 Where we have not charged a deposit for reusable packaging, you will be responsible for the return of those containers in a condition satisfactory to us within 14 days of delivery; and any loss or damage to that packaging while in your possession.

12.2 We make no representation that the Goods will not infringe the intellectual property rights of any other person and will not be liable for any costs that you may incur as a result. You will notify us immediately if you receive a claim from a person alleging that it is the owner of intellectual property rights relating to the Goods and if we consider ourselves to be affected, we shall be entitled to completely control the defence or settlement of the claim.

13.1 All rights, powers, exemptions and remedies under these terms and conditions will remain in full force notwithstanding any neglect, forbearance or delay in enforcement by us. We will not waive any condition unless such waiver is in writing executed by an authorised officer. Any written waiver will only apply to the particular transaction, deal or matter to which it relates.

14. Privacy Act
14.1 Where you are an individual, you irrevocably authorise us:

14.1.1 (Subject to any confidentiality obligations) to obtain from any third party information in respect of you which we require in connection with our lawful commercial purposes including (without limitation) determining whether to extend credit to you and to verify any such information.
14.1.2 To provide such information to any third party in connection with our lawful commercial purposes including (without limitation) determining whether to extend credit to you and to verify any such information.
14.2 You agree that you are aware of the rights of access to, and correction of, personal information under the Privacy Act 1993.

15.1 You may not assign your rights or delegate your performance under this agreement without our prior written agreement.

16.1 These conditions shall be interpreted and governed by the law of New Zealand.

17.1 Arbitration
We may refer any disputes between us to an arbitrator who shall be a person appointed by the President of the New Zealand Chamber of Commerce.