



TERMS AND CONDITIONS

- GENERAL:** The word "supplier" in these conditions shall be deemed to refer to iLight Ltd. and the term "buyer" to the person or organisation to whom a sale or quotation is made.
- ACCEPTANCE:** Unless otherwise stated, quotations are open for acceptance for a period of 30 days. Acceptance after that date will be subject to written confirmation by the supplier. Prices quoted are for quantities and types as listed in quotations, supplied as a complete package.
- TERMS OF PAYMENT:** Unless otherwise stated all prices are in \$NZ. Prices are net and unless otherwise stated payment in full shall be made prior to the order being placed. For invoices over \$10,000 a 50% deposit is required to place an order with the balance due prior to shipping. For custom made items full payment is required prior to ordering.
If the balance of the price of the Goods is not paid within the relevant period specified above, your deposit will be forfeited without prejudice to any other rights or remedies that we may have against you, including our right to cancel this contract and seek damages. We are not required to deliver the Goods to you until you have paid in full the price and all applicable charges, including a storage fee and interest at a rate of 1% will be charged on the balance daily until the paid in full.
- GST:** Unless otherwise stated prices are exclusive of goods and services tax.
- RETENTIONS:** No retentions shall be made unless specifically agreed to in writing.
- RETENTION OF TITLE:** Property in the goods shall pass from the supplier to the buyer upon payment in full of the agreed purchase price. Until that time full property in the goods remains with the supplier.
- INTELLECTUAL PROPERTY:** The lighting design is © iLight Ltd. Intellectual property in the lighting design shall pass from iLight Ltd. to the buyer upon payment in full of the agreed purchase price. Until that time full intellectual property in the lighting design remains with iLight Ltd.
- DEFAULT IN PAYMENT:** If the buyer defaults in the due payment of the contract price or goes into receivership, liquidation or calls a meeting of creditors the supplier may suspend or terminate the contract. In the event of termination, the supplier shall have the right to enter the premises where the goods are situated and take possession and remove the goods without being responsible for any damage thereby caused. The supplier may resell such products and apply the proceeds to abatement of the purchase price.
- ACCEPTANCE:** Within 7 days of collection or delivery of the Goods, you must notify us of any alleged defect, shortage in quantity, damage, or failure to comply with the invoice description or quote. You must provide us with the opportunity to inspect such Goods within a reasonable time. No goods will be accepted for return without prior written agreement. Agreement shall always be subject to receipt of the goods free into supplier's store in a resalable condition within 14 days from the date of despatch. Goods returned shall be subject to a handling fee of not less than 60%. Custom made or specially indented products cannot be returned.
- DISPATCH:** Lead times for dispatch are from time of order confirmation by the supplier of either a 50% deposit or full amount paid and all information and particulars the supplier requires to proceed to supply. All such times are to be treated as estimates only and the supplier shall not be liable for failure to dispatch within such times. The supplier reserves the right to dispatch the buyer's order in one or more instalments at its discretion.

11. **DELIVERY AND TRANSFER OF RISK:** Freight to New Zealand as arranged by the supplier is included in the quotation. Freight to site is additional and charged separately. If the buyer arranges freight the cost of freight will be borne by the buyer. Regardless of the freight arrangements the supplier cannot accept responsibility for goods lost or damaged in transit.

The risk is transferred to the buyer at dispatch date. Prices do not include for any transit insurance. It is the responsibility of the buyer to claim for any loss or damage immediately and directly to the transport company concerned in accordance with the transport company's conditions of sale. In the event of any loss or damage to the goods in transit, payment of the amount due after shipment will be deemed due as if the goods had arrived undamaged. The supplier reserves the right to re-quote for any replacement goods to be supplied.

12. **TECHNICAL DATA:** All drawings, descriptive matter, weights, dimensions submitted with any quotation and the description and illustrations contained in catalogues, price lists and other advertising matter are approximate only and are intended merely to represent a general idea of the goods described therein.
13. **PRODUCT PERFORMANCE:** Any performance figures given are based upon experience and such are expected to be obtained on test, but no such figures are warranted unless specifically guaranteed in writing, signed by the supplier, in which case the supplier shall be liable as provided by its guarantee. If goods are made to the buyer's specifications the buyer assumes responsibility for the performance (of the goods) being sufficient and suitable for the buyer's purpose.
14. **WARRANTY:** Goods offered for supply by the supplier are warranted to be free from defects in workmanship and material under normal use for a period of twelve (12) calendar months after the original goods have been first dispatched by the supplier. The supplier's liability in respect of any such defects shall be limited to replacement or repair of the goods. The supplier cannot be held responsible for any consequential damage from the use of the goods. The supplier accepts no responsibility for fitness for use and service. This warranty does not cover damage from misuse, improper operation, maintenance, installation, modification, or adjustment. The supplier will not accept responsibility for lamp replacement except where it can be proved that there has been unreasonable failure. It is standard industry practice to state lamp life at a point where 50% of the install lamps will have failed (on average). Any claims for lamp replacement must be supported by proper records of lamp history (i.e. installation date, hours of operation and date of failure). All failed lamps must be returned to the supplier to support any claim. All warranties are void unless all elements of the lighting system (i.e., control gear, fitting and lamp) are supplied by the supplier.
15. **CANCELLATION:** Buyer acknowledges that once deposit is paid and goods are ordered that items cannot be cancelled due to change of mind.
16. **INSTALLATION:** Unless otherwise stated no provision is made for installation and commissioning of goods.
17. **PATENTS:** The buyer warrants that any design or instruction given to the supplier shall not be such as will cause an infringement of any patent, registered design, trademark, or copyright in the performance of the contract.
18. **CONSUMER GUARANTEES ACT 1993:** The guarantees contained in the consumer guarantees act 1993 are excluded where you acquire the goods from the supplier for the purposes of a business in terms of sections 2 and 43 of that Act.
19. **CLERICAL ERRORS:** Clerical errors and omissions in any quotation or invoice shall be subject to correction.
20. **CONTRACT:** The administration of this contract shall be in accordance with New Zealand law. The placement of an order by a buyer shall be deemed to incorporate all the conditions stated above. No variation or deletion of any of the above conditions will be binding on the supplier unless specifically agreed to in writing.

