

# HM Auto Electrical LTD

## **Terms and Conditions of Trade**

As a client of HM Auto Electrical LTD, you agree to be bound by all the terms and conditions stated in this document. You acknowledge that you have read and understand the terms and conditions.

## **Terms**

HM Auto Electrical Limited (hereinafter referred to as HM) and you as the Client refers to the person or company purchasing goods or enlisting the services of HM.

## **Conditions of Sale of Goods**

All sales of Goods and Services are made subject to the following conditions and by purchasing from HM, the purchaser accepts these conditions.

## **Warranty**

Goods sold shall have the benefit of any warranty given by the manufacturer and will only be considered if return of the goods or any part of them is in accordance with the HMs warranty policy but HM shall not be liable for any loss or damage either direct or consequently arising out of any defects arising from the use of the goods. Consumable goods are not covered by any warranty.

Although every care is taken to ensure that all second-hand goods supplied by HM are of merchantable quality, no warranty is expressed or implied unless otherwise stated.

Warranty will be void if goods or labels have been found tampered with. Warranty does not cover any damage to other equipment used in conjunction with these goods.

## **Your Warranty:**

Is only effective for:

– six months from the date of installation of the part by us or until your vehicle has been driven 10,000 kilometres after installation of the part by us, whichever occurs first or,

– If an alternative period/distance is identified on the front of this job sheet/invoice, for that period or distance, whichever occurs first does not extend to any subsequent owner of the vehicle during the warranty period

is in addition to all rights conferred by law except as varied in the adjoining Terms of Supply

also applies to any parts repaired or replaced under this warranty but only until the expiry of the original period of warranty.

## **Conditions**

We will only be liable under this warranty if:

Your vehicle and its parts are maintained and operated in accordance with each manufacturer's recommendations

Your vehicle and its parts are not misused or neglected

You notify us of the defect as soon as you become aware of it and within the warranty period

After becoming aware of a defect you take your vehicle to us for repair as soon as possible

You only use fuels, lubricants, fluids and parts in your vehicle the use of which in your vehicle is approved by the manufacturer of the vehicle or the manufacturer or producer of the fuel, lubricant, fluid or part

The account for the work appearing on the front of this invoice has been paid in full

## **Charges and Payment**

All prices quoted in the Standard Service Charges List are GST exclusive and are in New Zealand dollars unless otherwise specified. Prices are based on a per unit rate as shown, however we would be pleased to offer a fixed price quote on larger projects if this is preferred. We reserve the right to adjust prices without notice. HM may require payment in advance for the supply of any procured goods or sub contract labour. If an on account payment is offered, payment of the account is due within the agreed terms; otherwise the remainder of the account is due immediately following the issuing of an invoice.

## **Deposits**

A deposit of 25% is payable for any work to be undertaken that is estimated to be worth in excess of \$1,000. The deposit is required prior to work commencing.

## **Accounts**

Payment for new clients is due in full upon delivery and/ or completion of work until such time that an account is setup. Payment of accounts is due on or before 7 days following the date of the invoice. Interest at 3.5% per month compounding on the current balance may be charged on overdue accounts and shall accrue on a daily basis starting from the due date.

HM reserves the right to repossess and/or hold any vehicle until the account is brought up-to-date. Storage fees will also be applicable at \$20 per day or part thereof.

In the event of default by the client in paying for the services and/or goods provided, the amount outstanding will be passed on to a debt collection agency for recovery. The client indemnifies HM against all costs (including legal costs), losses and expenses incurred by HM in recovering any unpaid accounts/bills.

## **Estimate**

Where we have given an 'estimate' as opposed to a 'quotation' for any goods or services for supply to you, we will not be bound to charge a price which corresponds to that estimate where the cost of any purchases we have made for the purposes of the supply to you are in excess of our earlier understanding for the purposes of providing you with an estimate. Similarly; if any work undertaken by us is more than originally estimated, and this was not reasonably foreseeable or could not be more exactly determined without further investigation, then we are not bound to charge a price which corresponds to our estimate. Any estimate of price we may give is simply an opinion as to what the price may be. We cannot give any assurance that the final price will correspond to an estimate given. We will in some cases give a quotation, which will be marked as such, in which case our quotation will be binding on us.

## **Scope of Services**

HM is primary point of contact for all systems on your vehicle. If HM is unable to remedy a problem, then HM will work with the appropriate outside vendor to endeavour to get a quote and resolution. Client understands that additional expenses may be incurred when an outside vendor is brought in to solve a particular problem and agrees to reimburse HM or any such expenses.

## **Force Majeure.**

If delivery is prevented or delayed, in part or all, by reason of Act of God, or the consequence thereof, but not limited to fire, flood, typhoon, earthquakes, or by reason of riots, wars, hostilities, government restrictions, trade embargoes, strikes, lockouts, labour disputes, boycotting of goods, ship shortage, manufacturers bankruptcy, delays or damage in transportation or other causes beyond HM control. HM may, at its option,

perform the contract or the unfulfilled portion thereof within a reasonable time from the removal of the cause preventing or delaying performance, or rescind unconditionally and without liability, this contract or the unfulfilled portion thereof.

#### **Special Orders.**

Where the customer places an order in writing with HM for non-stock items, HM will not accept return of non-stock items unless the manufacturer agrees to accept return from HM. HM may deduct transport, insurance handling and restocking charges from the credit due to the customer.

**Insurance.** All sales are made Free On Board at HM's premises and the customer shall, at its own cost, insure the goods, in HM's name, against such risks as a prudent owner of the goods would insure for at their full insurable value.

#### **Substitution.**

HM reserves the right to substitute some other make or brand with similar specifications if any item ordered by the customer is not available. If the customer is not satisfied goods may be returned to HM for credit.

**Delivery.** HM may deliver the goods by instalments or partial shipment and the customer will accept each such delivery. Requirements of the customer shall not be a condition or the essence of the contract. HM shall be under no liability for any loss or damage either direct or consequential loss or damage to the customer arising from delay or postponement in delivery.

#### **Delivery of Goods**

Any charges for handling (including packing materials) and freight charges are extra, and payable by the client. The most cost-effective delivery method will be chosen or the fastest

HM is not responsible for damage to the goods in transit. Claims for losses or damage to goods in transit must be made directly to the transport agency concerned.

#### **Cancellation of On-Sites**

The client is required to notify HM of any cancellation a minimum of 24 hours ahead of the scheduled start time. Failure to provide such notice results in the minimum callout fee being charged.

#### **Peak Demand Periods**

HM will make its best efforts to respond to Client's needs within the negotiated time frame.

Client understands that there may be occasional times of peak demand when HM is forced to have to make extremely difficult decisions and triage Client's needs according to the severity of business impact.

#### **Loss of Service**

Client recognizes that HM makes every attempt to select the most reliable Goods, and that HM will make best efforts to keep Client's vehicle up and running efficiently and cost-effectively, within the limits of the client's budget.

#### **Property and Risk**

Despite the purchaser having possession of any Goods, ownership is retained by HM until the client pays in full all money owed to HM. Risk in any goods supplied shall pass to the client at the point of delivery.

#### **Disclaimers**

Any claims for errors or unsatisfactory work must be made within 7 days of issue of an invoice.

HM is only under an obligation to deliver goods and services in accordance with their general description, whether or not a special description may have been given or implied by law.

The client acknowledges and agrees that HM has not given any representation or warranty as to the quality, state or condition of goods supplied, or that the goods are fit for any particular purpose.

All conditions, warranties and terms whether implied, statutory or otherwise are excluded to the fullest extent permitted by law.

HM shall not be liable for any statement, representation or warranty made by any employee, agent or contractor relating to the goods, workmanship and/or advice supplied by HM or for any negligence or wilful default by the manufacturer or supplier of the goods or services provided to the **client**.

Notwithstanding any other provision in these terms of trade, where the goods are consumer goods and are supplied for business purposes the Consumer Guarantees Act 1993 shall not apply. Any disclaimer above does not apply where it is contrary to any law which cannot be contracted out of.

All parts are subject to availability. All prices exclude GST, freight and may change without prior notice. All our goods and services come with a 6 months return to base warranty unless otherwise stated. Additional delivery fee does apply and is charged based on location.

#### **Disputes**

Any dispute shall, at the option of HM be referred to mediation or arbitration. The Arbitration Act 1996 (or any replacement of that act) shall govern arbitration.

#### **Laws**

If any parts of these terms of trade shall be held to be illegal, unenforceable or invalid, the remaining parts shall continue in full force and effect. The laws of New Zealand shall govern these terms of trade and HM and the client hereby submit to the non-exclusive jurisdiction of the courts of New Zealand. The

client hereby waives any right they may have to claim that the above submission to jurisdiction is an inconvenient forum.

#### **Trademarks**

HM does not authorise any client to use HM or the manufacturer trademarks, names or associated materials. To use these trademarks, names and associated materials, prior written approval must be given by HM or the relevant manufacturer.

#### **HM Guarantee to Solve Vehicle Problems**

HM undertakes to provide a viable solution to the vehicle problems of any client or will not charge the customer. However the client must allow HM personnel appropriate time to diagnose the problem and identify a viable solution. HM cannot be obligated to provide a viable solution if the client does not provide required access to the clients Vehicle or the manufacturer no longer stocks required replacement Parts.

If the client desires an alternative solution to that offered by MCM, then HM cannot guarantee to provide such alternative solution within the terms of this guarantee.

#### **HM Service Satisfaction Guarantee**

HM guarantees you will not pay twice for the exact same work.

If we return to your site to repeat work already performed, there will be no charge for the additional work.

HM guarantees emergency on-site response time will be within 2 hours (plus travel time) when requested at the emergency response rate of \$150.00 inc GST per hour.

If we miss the 2 hour on-site response time, you only have to pay the regular response rate.

