

Terms & Conditions (Abbreviated)

For Aber Living full Terms & Conditions please refer to:

http://www.aber.co.nz/aber_terms_conditions1.cfm#.VNJ91p2Ud8E

1 Delivery

- 1.1 The seller shall not be responsible or liable in any way to the buyer for delays or defaults in delivery of the order or any part, nor for any direct or consequential loss or damage arising from any delay or default.
- 1.2 Delivery of the goods shall be deemed to occur when the goods arrive at the location specified by the buyer or when the buyer or any employee or agent of the buyer takes physical possession of the goods, whichever is the first to occur. Delivery of the goods to a carrier will be deemed to be delivery of the goods to the buyer.

1.3 **DAMAGED IN TRANSIT/DISCREPANCIES:**

Goods supplied by Aber are carried at 'Limited Carriers Risk'. In order that we may process claims for damage or loss, please follow this procedure.

a) Do not accept any goods from any source without thoroughly checking all items for damage. Your inspection should identify whether the goods should be:

- Accepted – if they are in satisfactory condition.
- Rejected – if the consignment is substantially damaged or
- If the packaging suggests that the goods may be damaged, you **MUST** inspect the goods immediately.

PLEASE NOTE that if a consignment note is signed without any notation regarding the state of the goods it is classed as a "clean delivery". The freight company will not uphold any claims for which the courier or carrier has a clean receipt. Please notify Aber within 24 hours on our free phone number 0800 161 161 of any concealed damaged consignments. This will allow us to ensure that any claims are processed quickly and that replacement stock can be provided to you as soon as possible.

b) Even when time is limited, goods must be inspected at time of arrival. Signing consignment documents "Subject to Inspection" or 'Possible Damage' does not provide you with an avenue to claim later damage. All goods must be inspected in front of the driver and any damage noted.

c) Where goods are missing, the consignment note must be signed "Short-Delivered" noting the discrepancy in quantity. The carrier or courier is then responsible for locating the missing goods, however please contact Aber on 0800 161 161 so that we are aware of any problems.

2 Payment

- 2.1 The buyer shall make payment for the goods on the 20th of the month following delivery or as otherwise agreed with the Seller (i.e. 7 days from date of invoice). Notwithstanding any other provisions contained in these terms and conditions payment shall become immediately due and payable without the need for any demand, upon the buyer breaching any of these terms and conditions or upon the commencement of any act or proceedings in which the buyer's solvency is involved as such as, but not limited to, any act or proceedings in bankruptcy, insolvency, winding-up or liquidation. If payment is not made on the due date, the seller may charge interest at 2% per month ("penalty interest") from the date upon which payment falls due until the date of payment. The charging of interest is without prejudice to the seller's rights and remedies in respect of the failure to make payment. In particular, without limitation, the charging of interest does not constitute an extension of credit and does not constitute a forbearance to sue or seek recovery of the overdue monies.

3 Risk & Title

- 3.1 Risk in the goods passes to the buyer upon delivery
- 3.2 The buyer shall not return any goods after 7 days from delivery and any returns within this period are subject to clause 9 of these terms and conditions.
- 3.3 Claims for shortages of goods or damage must be in writing and delivered to the seller within 48 hours of delivery quoting the delivery docket number and the date of delivery.
- 3.4 Ownership and title in the goods shall not pass to the buyer until the buyer has paid all amounts owing by the buyer to the seller in full.

4 Price

- 4.1 All prices are net and do not include goods and service tax. The price for any delivery shall be the price in force at the time of dispatch. The seller reserves the right to amend the price at any time without notice.

5 Cancellations

- 5.1 If any order is to be cancelled, the cancellation must be received:
 1. In writing either via e-mail or fax and
 2. Prior to the goods being dispatched and in-transit, otherwise the order will be subject to a handling charge of 15% of the net price of the goods (excluding GST).

6 Credits / Returns

- 6.1 Any credits sought for goods returned are at the seller's discretion by way of a Returned Goods Approval Number (RGA) and:
 - (a) Must have received prior authorisation by the seller;
 - (b) Must be returned by the buyer within 7 days of delivery;
 - (c) The buyer shall bear all costs of return freight;
 - (d) The goods must be in the same condition they were dispatched;
 - (e) The goods must be accompanied by the number and the date of the supplying packing slip and/or invoice; together with the RGA;
 - (f) No goods which have been specifically ordered by the seller at the request of the buyer may be returned;
 - (g) The returned goods will be subject to a handling charge of up to 15% of the net price of the goods (excluding GST).