The seller of the goods and services (Seller) and the purchaser of the goods and services (Customer) agree as follows:

1. TERMS OF CONTRACT
1.1 These terms of trade (Terms) apply in respect of all offers to sell, quotations made, contracts entered into, orders accepted and services rendered (Goods) to the Customer, whether or not the signatory section has been completed, and remain in full force and effect until the Customer has received the Goods that the Customer has purchased and the Seller has received payment in full and in cleared funds for those Goods.

1.2 The Seller will not be bound by any conditions included in the Customer’s order unless it accepts them in writing.

1.3 These Terms prevail over any oral representations or other conditions that may be or have been communicated between the Seller and the Customer including, without limitation, conditions of an order.

1.4 If the Seller does not accept conditions included in the Customer’s order and the Customer accepts the conditions of the Seller, so that the obligation of the Seller to the Customer will be to pay the net balance only.

2. PRICE
2.1 Unless otherwise agreed in writing the price for the Goods is stated in New Zealand dollars and shall be the current price charged by the Seller at the date of delivery.

2.2 Failure or delay by the Seller to deliver the Goods shall not entitle the Customer to rescind the contract.

3. PAYMENT
3.1 Unless otherwise agreed in writing the Customer must pay for the Goods in cash on delivery.

3.2 No warranty is given and the Seller shall not be liable:

3.2.1 for failure to deliver the Goods by any special dates;

3.2.2 for failure to deliver the Goods in accordance with the Customer’s instructions or to deliver the Goods to the location required by the Customer;

3.2.3 for non-recommended use, services, or handling;

3.2.4 for defects in the Goods arising from misuse or failure to observe the Conditions of Use as specified by the Seller;

3.3 The Seller reserves the right to charge the Customer interest on any overdue account at a rate of 10% per annum over the Seller’s bank overdraft rate from time to time, until the overdue amounts are paid.

3.4 The Seller may accept and apply payments from the Customer in respect of any indebtedness and the Seller will not be bound by any conditions or qualifications attaching to such payments.

3.5 The Seller reserves the right to refuse to accept payment if it considers that the Customer does not have full and absolute ownership of the Goods.

3.6 The Seller (or its related companies) may set-off against any moneys owed by the Seller to the Customer or any moneys the Customer owes to the Seller or to any subsidiary or related companies of the Seller in equal proportions to the amounts owed by the Seller and the Customer.

3.7 The Seller reserves the right to charge the Customer the cost of any reasonable legal or administrative expenses incurred by the Seller in enforcing its rights under these Terms.

3.8 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4. DELIVERY
4.1 The Customer agrees that delivery will be deemed to have been completed upon either receipt of the Goods by or on behalf of the Customer, or upon receipt of the Goods by a carrier for delivery to the Customer, whichever occurs earlier.

4.2 The Seller will use reasonable efforts to see that deliveries are made according to schedule but any period of delivery for delivery are approximate only. The Customer agrees that the Seller is not and shall not be liable, for any loss incurred or damaged suffered by the Customer, however it arises, in the event that the Goods are not delivered by the estimated/expected date.

4.3 We may, at our discretion, require that the Customer notifies the Seller in writing of its rejection of that delivery and the reasons for rejection are accepted by the Seller.

4.4 We may, at our discretion, require that the Customer receive delivery of the Goods as soon as possible or at such time as may be agreed by the Seller and the Customer.

4.5 We may require that the Customer pay any costs or expenses reasonably incurred by the Seller to store or re-deliver the Goods.

4.6 Goods may, at the discretion of the Seller, be delivered by one delivery or by instalments.

9.2.1 upon expiry of the Notification Period, unless prior to that time the Customer has notified the Seller in writing of its rejection of that delivery and the reasons for rejection are accepted by the Seller; or

9.2.2 immediately upon receipt of the Goods or performing any act inconsistent with the Seller’s ownership of the Goods, whichever is the sooner and cannot bring a claim in respect of the same.

9.3 The Customer’s claims shall specifically identify the defect and the Goods and the Customer shall return the defective Goods to the Seller immediately upon becoming aware of the defect.

9.4 If any claim is brought against the Seller by the Buyer, the Seller shall at its option either replace or repair defective Goods supplied by the Seller.

9.5 Goods must be returned freight paid. The Customer can claim for reasonable freight charges of the return.

10. RESTRICTIONS
10.1 The Seller will have the right to repossess the Goods at any time and make payment for the Goods in accordance with these Terms the Customer.

10.2 The Seller may then sell the Goods to the public.

11. CANCELLATION
11.1 The Customer may not cancel any order or part of it without the Seller’s written consent and as a condition of giving such consent the Seller may require that it be for the cost of realising the Goods and other direct or indirect costs incurred by the Seller at the date of cancellation.

11.2 In the event that:

11.2.1 the Customer fails to pay any amount for the Goods on the due date; or

11.2.2 the Customer becomes insolvent;

11.2.3 the Seller or the Customer is refused any required licences or permits in respect of the Goods;

11.2.4 or if the Customer has not paid any amount for the Goods on the due date that is due to the Customer acting in any manner inconsistent with any security agreement evidenced by these Terms by executing these Terms, placing an order or accepting delivery of the Goods, or performing any act inconsistent with the Seller’s ownership of the Goods, whichever is the sooner and cannot bring a claim in respect of the same.

11.3 The Customer accepts that it is purchasing the Goods for the purpose of its business.

11.4 WAIVER
Any failure by the Seller to enforce any of its rights under these Terms or at law shall not constitute a.hstack.

15. SEVERABILITY
Each of these Terms is severable, and if any clause or part of a clause is held to be illegal or unenforceable, then the remaining clauses and parts of clauses will remain in full force and effect.

16. GOVERNING LAW
These Terms and the Customer’s rights under these Terms will be interpreted in accordance with and governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand and any Courts competent to hear appeals from those Courts.

17. PRIVACY ACT
17.1 For the purposes of the Privacy Act 1993 the Customer:

17.2 The Seller collects personal information from you and uses this information to provide you with the Goods and services you request and to allow us to contact you. The Seller will only collect information that is necessary for the purposes for which the information is collected.

17.3 The Seller will use personal information for the purposes for which you have given consent. Your consent may be given in writing or by telephone or online.

17.4 The Seller may use personal information for the purposes for which you have given consent.

17.5 The Seller will disclose personal information to third parties where required by law, or where necessary to prevent any loss, damage or injury or any other harm to any person or property.

17.6 The Seller will not disclose personal information to third parties where required by law, or where necessary to prevent any loss, damage or injury or any other harm to any person or property.

17.7 The Seller will not disclose personal information to third parties where required by law, or where necessary to prevent any loss, damage or injury or any other harm to any person or property.

17.8 The Seller will not disclose personal information to third parties where required by law, or where necessary to prevent any loss, damage or injury or any other harm to any person or property.

17.9 The Seller will not disclose personal information to third parties where required by law, or where necessary to prevent any loss, damage or injury or any other harm to any person or property.

17.10 The Seller will not disclose personal information to third parties where required by law, or where necessary to prevent any loss, damage or injury or any other harm to any person or property.

17.11 The Seller will not disclose personal information to third parties where required by law, or where necessary to prevent any loss, damage or injury or any other harm to any person or property.

17.12 CLAAS Harvest Centre’s privacy policy explains how you can seek to access and/or correct personal information (including credit-related information) we hold about you, as well as our complaints handling procedures. You can access CLAAS Harvest Centre’s privacy policy at www.claasharvestcentre.com.

*Signature............................................

*Date..........................