

Terms and Conditions of Purchase

CONDITIONS

1. Goods: The following are express conditions of our order relating to the Goods supplied by SELLERS to H.J. Asmuss & Co LTD at its subsidiaries (ASMUSS):-
 - (a) that the GOODS shall be supplied strictly in accordance with the Specifications and Terms as stipulated. No deviation is permitted without ASMUSS prior agreement in writing.
 - (b) the Goods will:
 - (i) be free from defects in design, material and workmanship;
 - (ii) conform to their description and any specifications;
 - (iii) be fit for the purposes(s) for which they were produced, held out by SELLER or made known to SELLER, and in this regard ASMUSS relies on SELLER'S skill and judgement;
 - (iv) be new and merchantable;
 - (v) be produced, labelled, packaged, stored, handled, transported (including shipped) and delivered in compliance with the requirements of all applicable laws, regulations and industry standards; and
 - (vi) not violate any third party's intellectual property rights.

SELLER will be liable for any loss, costs or damage arising from a breach of these Conditions.
- (c) ASMUSS reserves the right to refuse to accept delivery of Goods which do not comply with the above Conditions.
- (d) trans-shipment of Goods is not permitted unless authorised in writing by ASMUSS.
- (e) that the preservation and packaging of the Goods shall be adequate to ensure that the Goods may reasonably be expected to arrive safely at their destination in sound useable condition.
- (f) that all packages and/or loose pieces shall be properly marked as requested.
- (g) all wood (crates etc.) must be totally free of bark, decayed timber or any sign of insect attack. Any fumigation costs resulting from non compliance shall be to SELLER'S account.
2. Inspection: ASMUSS reserves the right at any time to inspect the Goods but such inspection shall not relieve the SELLER of obligation to comply with the above Conditions.
3. Delivery: The time quoted for completion is of the essence of this order. This order is liable to cancellation by ASMUSS if delivery is not effected by specified date. All anticipated delays should be advised in writing.
4. Despatch: In case of despatch by rail, post or ship against this order, copies of relative consignment note, postal receipt or Bill of Lading should be attached when invoice is rendered.
5. Ownership: The property in the Goods shall pass on payment of the price invoiced for the Goods or on delivery, whichever first occurs.

6. Liability: Notwithstanding anything contained in Condition (5) the Goods shall remain at SELLER'S risk until delivery is effected as provided in the Purchase Order.
7. Patents: Copyright in all drawings, specifications and other technical information provided by Asmuss concerning the order is vested in Asmuss. SELLER shall protect, indemnify and hold harmless ASMUSS against any and all liability, loss or expense in respect to any alleged or actual infringement of any patent, copyright, trade mark or other intellectual property rights, foreign or domestic, resulting from the purchase, use or resale of the Goods supplied against this order.
8. Invoices: It is important that invoices be mailed immediately Goods are dispatched. The order number must be quoted on the invoice, and on the package.
9. General:
 - (a) These Conditions are to be read as supplementary to SELLER'S standard terms and conditions of sale as notified in writing to ASMUSS (if any). These conditions shall prevail in the event of conflict.
 - (b) The contract resulting from acceptance of this order shall be governed by the laws of New Zealand and ASMUSS and SELLER submit to the non-exclusive jurisdiction of the New Zealand Courts.
10. These terms and conditions may be amended by Asmuss from time to time by publishing on its website (www.hja.co.nz) the then current terms and conditions which will apply on the date Asmuss places an order for Goods.