

# TERMS & CONDITIONS OF TRADE



## GENERAL

The following Terms and Conditions are on the basis set out below, unless otherwise agreed in writing. These can also be viewed on our website: <https://www.seaservices.co.nz/terms-of-trade/>

Contract means a contract between us and you for the supply of Products.

Due date means; 30 days from date of invoice, or otherwise as agreed to by both parties, in writing.

If the customer accepts Goods and/or Services provided by Sea Services Ltd, the Customer's actions will be deemed to be acceptance of the Terms, notwithstanding anything which may be stated to the contrary in the Customer's enquiries or order form.

Our products are sold to you subject to these General Conditions which form part of every contract that we enter into with you for the supply of Products. Any conditions contained in any purchase order or any other document except those specifically agreed to in writing by us shall be void and of no effect. No variation of these General Conditions shall be binding unless agreed by both a director on our behalf and you. If at any time any provision of these General Conditions is or becomes illegal or unenforceable in any respect, that shall not affect the legality or enforceability of any other provision of these General Conditions. We may from time to time, alter these General Conditions in such manner as we determine. Such alteration will, however, not affect any Contract that we may have entered into with you prior to the date of alteration.

We will not be bound by clerical or arithmetical errors in documents issued by us.

These conditions shall only confer rights on, and be enforceable by the parties to any Contract.

## PRICE

Prices for the products (including, where applicable, any discounts) are those that apply on the agreed delivery date, which shall be agreed by both parties at the time of ordering. In the event of any agreed revision to the delivery date, we reserve the right to revise our prices at any time prior to the date of dispatch.

Prices will be in New Zealand Dollars, unless otherwise agreed to by both parties.

Prices are for FAS only.

## PAYMENT

We must receive payment from you for all invoiced items and Products by the Due Date. You agree that you will pay us in accordance with this requirement for all invoiced products, unless otherwise agreed in writing.

Our payment method is by transfer to our nominated bank account.

If any amount payable is not received by the Due Date, then without prejudice to any other rights or remedies we might have:

You will be liable to pay interest on any amount at the monthly rate of 2%, up to the date payment is received by us

Your discount may be reversed.

We may cancel further deliveries to you.

Credit facilities may be withdrawn and further supplies of Products will be made on a strict cash with order basis only.

We may require you to deliver to us Products, title to which has not passed to you.

You will be liable to pay any legal and/or other expenses incurred in obtaining or attempting to obtain payment of any amount due by you.

## RETURNS

Products supplied cannot be returned without our prior written authorisation.

## CLAIMS AND LIABILITY

You must ensure that all Products are examined when you or the person acting on your behalf receives them and that the relevant delivery note/invoice, is signed on receipt. You must notify any damage to the Products in writing within 2 days of receipt and any Products which are damaged should be retained so that we may inspect them.

## CONFIDENTIALITY

The existence and terms of any Contract and any other information and materials relating to us or our business disclosed to you by or on behalf of us prior to or after the entering of any Contract shall be our confidential information and shall not be used or disclosed by you or any third party at any time.

## INSOLVENCY OF CUSTOMER

You, whether voluntarily or involuntarily, make any arrangement with your creditors or become subject to an administrative government order or (being an individual or firm) become bankrupt (being a company) go in to liquidation or receivership (Otherwise than for the purposes of amalgamation or reconstruction) or.

A receiver, trustee or liquidator is appointed over any of your property or assets or

You are unable to pay your debts generally as they become due or suspend any payments to us or cease, or threaten to cease, to carry on business, or

We consider that any of the above events is about to occur to you;

Then we shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to you, and if any Products have been delivered but not paid for all sums due shall become immediately due and payable.

## NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Should we consider it relevant to assess an application by you for credit, you agree to our obtaining from a credit reporting agency or a business which provides information about the credit worthiness and activities of persons, a report containing information about your personal and/or commercial credit worthiness and activities.

You agree that we may give to and seek from any credit providers listed in this credit application as credit references or bankers or other such credit providers as we may choose, and any credit providers that may be named in a credit report issued by a credit reporting agency information about you, information about your credit worthiness and activities that credit providers are allowed to give or receive from each other.

Such information may be used for the following purposes. To assess an application by you for credit; to notify other credit providers of a default by you.

I/WE ACKNOWLEDGE AND ACCEPT THE "TERMS AND CONDITIONS OF TRADE" PROVIDED AND AGREE TO ABIDE BY THE TERMS. FURTHERMORE, I/WE CERTIFY THE INFORMATION GIVEN BY ME/US IS TRUE AND COMPLETE.

SIGNATURE OF APPLICANT OR AUTHORISED PERSON .....

TITLE .....

DATED .....