

TERMS and CONDITIONS

Terms Used

'The seller' refers to GLOBO LTD.

'The buyer' refers to any legal entity purchasing from the seller.

General

Where the seller accepts the buyer's order these terms and conditions (together with the acceptance) constitute the entire agreement between the seller and the buyer and it is expressly agreed that there are no other understandings, representations or warranties of any kind (express or implied) forming part of this contract. In particular:

- Any condition contained in the buyer's order which is inconsistent with, qualifies or is contrary to these conditions shall have no effect unless that condition is expressly accepted in writing by the seller.
- Any variation, waiver or cancellation of the buyer's order shall have no effect unless accepted in writing by the seller. Where the seller accepts cancellation the seller may levy a handling charge of up to 15% of the price.
- Where the buyer and the seller agree to a variation in the quantity of the goods, the goods shall be priced either at the rate applicable to the original quantity or the revised quantity at the absolute discretion of the seller.

Formation of Contract

The seller's website and advertising only constitute an invitation to treat. Ordering goods (online or otherwise) constitutes an offer by the buyer to buy in accordance with these terms and conditions. The seller's acceptance occurs (and the contract is formed) when the goods are dispatched to the buyer.

Consumer Guarantees Act 1993

In the event the transaction the subject of these conditions of sale is subject to the Consumer Guarantees Act 1993 ("the Act") then;

- Where the buyer is acquiring the product for the purpose of business then the Act shall not apply.
- In the event the purchaser is acquiring the product for purposes other than that of a business, then these conditions of sale shall be interpreted subject to the purchaser's rights under the Act, to the intent that no provisions shall in any way limit the purchaser's rights under the Act.

For more information about the Consumer Guarantees Act go to <http://www.consumeraffairs.govt.nz/>

Payment

If you do not pay any money owed when due, you will be obliged to pay any collection cost incurred by Globo Ltd. (including debt collector and legal fees on a solicitor-client basis).

Delivery

- The seller reserves the right to dispatch the buyer's order in one delivery or by installments. Failure to deliver any installment shall not entitle the buyer to repudiate the contract as to any installments already delivered. The buyer may cancel any undelivered installments.
- Any quotations of delivery times by the seller are made in good faith but are estimates and the seller shall not be bound by such quotation.
- The seller will select the method/type of delivery and free delivery will apply to this case. Where the buyer requests another method of delivery (eg Saturday or urgent delivery) and the seller agrees in writing then the buyer shall meet the cost of that delivery.
- Courier waiver - if you have signed a courier waiver allowing for goods to be left at your property unsigned for, the seller accepts no responsibility for lost or damaged goods.

Shortages, Damages or Loss in Transit

- Liability for shortages in the quantity of goods delivered is limited to making up the shortages. No claim for shortages in quantity will be allowed unless the customer gives notification of the shortage in writing within 7 days of the delivery and provides a reasonable opportunity for the seller to investigate the claim.
- Goods leaving the seller's premises are adequately packed. Claims for damage or loss in transit must be made against the carrier in the prescribed manner:
 1. Prior to acknowledging delivery to the carrier the buyer must ensure that the complete consignment as per the carrier's note has been received.
 2. Should there be a shortage or visible damage to outer packaging the carrier's note must be endorsed accordingly.
 3. Within 7 days of receipt of consignment the buyer must ensure that all goods received are in good order and condition.
- No claims will be considered after 7 days of receipt of goods. While no liability for goods damaged or lost in transit will be accepted by the seller details of any claim should be advised to the seller.

Return of Goods

Goods supplied in accordance with the buyer's order can only be returned with the express approval of the seller.

Forward replacements are provided at GLOBO LTD's discretion. If you have been provided a forward replacement and you do return the item it is replacing then GLOBO LTD is entitled to charge the price of the forward replacement to your credit card.

Seller's Liability and Maintenance Guarantee

- The buyer shall ensure that the goods ordered are fit and suitable for the purpose for which they are required and the seller is under no liability if they are not.
- The buyer is entitled to only such benefits as the seller may receive under any guarantee given to the seller by the manufacturer of the goods.
- In lieu of any warranty, condition, or liability by law, the seller's liability in respect of any defect in or failure of the goods supplied, or for any loss, injury, or damage attributable thereto, is limited to making good the replacement or repair of defects arising under normal proper use and maintenance arising solely from faulty design, materials, or workmanship within the guarantee period, if stated, or otherwise within 12 months of the date of supply, provided always that such defective parts are promptly returned to the seller, unless otherwise arranged. The seller shall not be liable for consequential, indirect or special damages or loss of profits under any circumstances. At the termination of the appropriate period (ie guarantee period or 12 months as indicated above) all liability on the seller's part ceases.
- The warranty does not cover damage from misuse, accident, negligent, inappropriate or improper operation, maintenance, installation, modification or adjustment.

- The seller's liability under this contract and the warranty in this clause is confined to the buyer named in this contract, it being agreed that the seller has no liability to any purchaser of the goods from the buyer in that the buyer's rights under the contract are not assignable without the prior written consent of the seller.

Loss of data

Data loss is not covered under our warranties, so we recommend that you undertake regular back ups on a separate storage medium (please note that such storage medium is not covered for by a loss of data warranty either).

Property and Risk

- Risk (including insurance responsibility) shall pass to the buyer on collection of the goods by the buyer or on the delivery by the seller or by the source to the buyer or his agent or to a carrier for delivery to the buyer.
- Ownership of all goods sold by the seller ("the goods") is retained by the seller until full payment is received for all amounts owing in respect of all goods supplied. This provision is designed to protect the seller in the event of the bankruptcy, receivership or liquidation of the buyer, a seizure of goods by a creditor of the buyer or default in payment.
- Until full payment is made the buyer agrees to:
 1. Enable the goods to be readily identifiable as the property of the seller.
 2. Maintain the goods so supplied in good order and condition and to return the goods immediately if called upon to do so by the seller.
 3. On a sale or other realisation of the goods the buyer shall identify and separately account for the proceeds of sale.
- Prior to the buyer acquiring property in any goods the seller may at any time directly or by its agents or servants enter upon any land, premises or property where it believes such goods may be to inspect and/or remove the goods, by force if reasonably necessary. If the goods are removed then:
 1. The right of the buyer or any agent of the buyer to possession of any goods and right to sell or otherwise dispose of the goods shall immediately and without the necessity of any notice terminate, and,
 2. The buyer will reimburse, indemnify and hold harmless the seller, its employees and agents in respect of any costs (including legal costs on a solicitor-client basis), expenses, loss or damage (including such to any third parties) in respect of the exercise or attempted exercise of the seller's remedies and,
 3. The seller may cancel any or all contracts with the buyer and the seller will not be liable to the buyer therefore, and,
 4. All moneys owing by the buyer to the seller on any account whatsoever shall become immediately due and payable, and,
 5. The value of such goods seized shall be assessed as the lesser of current market value or the invoice value at the time of sale and may be subject to a restocking fee as for Return of Goods for Credit or Refund above. Any excess after satisfying all of the buyer's payment obligations (including under the indemnity) will be paid to the buyer.

Errors or Omissions

The seller is entitled at any time to correct all errors and omissions (whether clerical, computational or otherwise) in any advertising, quotation, invoice or acknowledgement. Due to the seller's administrative processes, errors (if any) may be discovered up to 30 days after the goods have been delivered to the buyer. The seller will notify they buyer promptly of any error or omission discovered by the seller, and give the buyer the option of returning the goods for a full refund.

Description of Products

Modifications and improvements to the seller's products are constantly being made. Also, the seller relies on information from its suppliers and product manufactures. Descriptions, illustrations and literature are therefore not binding on the seller. If the goods do not match the description on the seller's website, the buyer should inform the seller immediately so that the seller may take appropriate action.

Force Majeure

The seller shall not be liable to the buyer for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods, or failure to perform any term of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or facilities and accidents, interruptions of, or delay in transportation or any other cause beyond the seller's control.

Compliance

The buyer shall be solely responsible for obtaining any necessary permits under and for compliance with all legislation, regulations, by-laws or rules having the force of law in connection with the installation and operation of the goods.

Personal Property Securities Act 1999

- Until full payment has been received in respect of the goods supplied the buyer acknowledges and agrees that:
 1. These terms and conditions constitute a security agreement for the purposes of section 36 of the Personal Property Securities Act 1999; and
 2. A security interest is taken in all goods previously supplied by the seller to the buyer (if any) and all goods that will be supplied in the future by the seller to the buyer during the continuance of the parties relationship;
- The buyer undertakes to:
 1. sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 2. indemnify, and upon demand reimburse, the seller for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any goods charged thereby;
 3. not register a financing change statement (in accordance with Regulation 9) or a change demand (in accordance with Regulation 10) without the prior written consent of the seller;
 4. give the seller not less than 14 days prior written notice of any proposed change in the buyer's name and/or any other change in the buyer's details (including but not limited to, changes in the buyer's address, facsimile number, or business practice); and
 5. immediately advise the seller of any material change in its business practices of selling the goods which would result in a change in the nature of proceeds derived from such sales.
- Unless otherwise agreed to in writing by the seller, the buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA

Disputes and Proper Law

- Any claim or dispute arising hereunder shall be subject to arbitration in accordance with the Arbitration Act 1996.
- The contract including these terms and conditions of sale shall be governed by New Zealand Law.