

## Terms and Conditions of Trade

These Terms and Conditions ("Agreement") govern the trading relationship between Pudney Commercial Ltd ("Seller") and the customer ("Buyer") in New Zealand. By engaging in any transaction with the Seller, the Buyer acknowledges and agrees to be bound by these terms and conditions. It is recommended that the Buyer carefully reads and understands these terms and conditions before proceeding with any trade.

1. Agreement to Terms By placing an order or engaging in any trade with the Seller, the Buyer acknowledges that they have read, understood, and agreed to be bound by these terms and conditions.
2. Orders and Payments
  - 2.1 Orders: The Buyer may place an order for products or services offered by the Seller through the designated channels provided.
  - 2.2 Pricing: Prices quoted by the Seller are subject to change without prior notice. The Buyer agrees to pay the price as stated at the time of order placement.
  - 2.3 Payment: The Buyer agrees to make payment in full for the products or services ordered, including any applicable taxes, shipping, or handling charges as specified on the invoice.
  - 2.4 Payment on time: The Buyer agrees to pay the full amount due by the specified due date on the invoice.
  - 2.5 Payment Methods: The Seller will provide acceptable payment methods, and the Buyer agrees to use one of these methods to settle the payment.
  - 2.6 Failure to pay: Overdue amounts past the due date will incur interest at a rate of 12% on the overdue amount.
  - 2.7 Collection charges: The Buyer agrees to pay any charges and costs relating to the collection of any overdue amounts.
3. Delivery and Title
  - 3.1 Delivery: The Seller will make reasonable efforts to deliver the products or services within the agreed-upon timeframe. Delivery times provided by the Seller are estimates and not guaranteed.
  - 3.2 Risk of Loss: The risk of loss or damage to the products shall pass to the Buyer upon delivery.
  - 3.3 Title: Ownership and title of the products will pass to the Buyer upon the Seller's receipt of full payment.
4. Product Warranty and Returns
  - 4.1 Warranty: The Seller warrants that the products provided will be free from defects in material and workmanship for a period specified in the product documentation or as required by applicable law.
  - 4.2 Returns: The Buyer may be eligible to return products in accordance with the Seller's return policy, provided the products are in their original condition and accompanied by proof of purchase.
5. Limitation of Liability
  - 5.1 Exclusion: To the maximum extent permitted by law, the Seller shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the purchase or use of the products or services.
  - 5.2 Indemnification: The Buyer agrees to indemnify and hold the Seller harmless against any claims, liabilities, losses, or expenses arising from the Buyer's breach of this Agreement or use of the products.
6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of New Zealand. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of New Zealand.
7. Entire Agreement

This Agreement constitutes the entire understanding between the Seller and the Buyer and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

By engaging in any trade with the Seller, the Buyer affirms that they have the legal capacity to enter into this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.