



Terms and Conditions

1. TERMS

1.1 Muros International Limited ("Muros") and the customer accept that placement by the customer of any order with Muros is an acknowledgement that the contract between the customer and Muros is to the extent permitted by law on the terms contained in these conditions of trade.

1.2 These terms and conditions shall constitute the entire terms and conditions of a contract with Muros. All other conditions, warranties, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise and whether express or implied by law, trade, custom or otherwise are expressly excluded.

2. PAYMENT

2.1 Unless otherwise agreed payment is due by way of 50% deposit upon order placement, 30% upon arrival of goods into New Zealand and the balance of 20% due within seven (7) days following receipt ('Panel only' purchase) or instalment of goods ('Panel plus installation' purchase). Refer to the relevant signed Muros Quote for Purchase Type.

2.2 In the event of instalment of goods not taking place within thirty (30) days from the agreed instalment date, the final balance of 20% due is to be paid immediately upon lapse of the thirty (30) day period (applies to 'Panel plus installation' purchase type only). Refer to the relevant signed Muros Quote for Instalment Date.

2.3 In the event of instalment of goods not taking place within thirty (30) days from the agreed instalment date, a storage fee for goods may apply until instalment is completed.

2.4 Without prejudice to its rights to sue for payment or exercise any other remedy where any payment is not made on the due date Muros may:

- a. Charge the customer interest on the amount outstanding at the rate of 2.5% per month calculated daily from the due date of payment until payment is received by the company. The charging of interest does not extend the time for payment or imply any forbearance to sue or otherwise prevent recovery of overdue monies; and
- b. Demand payment of the arrears as well as payment in advance for any undelivered goods before proceeding or making any further delivery of goods.
- c. The customer agrees that if the customer defaults on paying any account the customer shall pay on demand all costs, charges and legal expenses (including costs between solicitor and own client) and including any costs incurred by Muros in recovering payment from the customer.

3. PRICES

3.1 Prices shown are exclusive of GST.

3.2 Unless otherwise advised prices are on an "ex warehouse" basis and freight charges are in addition to any price for goods.

3.3 Prices are provided on application (POA).

3.4 Muros's prices are subject to alteration without notice. The customer should confirm prices before placing an order. The price payable by the customer for the goods ordered shall be agreed in writing by signed Muros Quote between Muros and the customer or in the absence of such agreement the price prevailing at the date the goods are despatched.

4. DELIVERIES

4.1 The customer must notify Muros if the customer does not receive any order within seven (7) working days of the set delivery date. This is to enable Muros to contact the delivery

company and either arrange redelivery of the order or re-supply the goods as part of another order;

- 4.2 Where Muros acknowledges an order which provides for delivery by instalments Muros shall be entitled to payment for each instalment delivered (as if it were a separate contract) and failure to deliver any instalment shall not entitle the customer to repudiate the contract as to any instalments already delivered or any remaining instalments;
- 4.3 Any delivery times provided by Muros are estimates made in good faith and are not a commitment or a binding contract to deliver by a specified time and Muros is not bound by such estimates;
- 4.4 If the customer fails or refuses or indicates to Muros that the customer will fail or refuse to take or accept delivery, the goods shall be deemed delivered when Muros was willing to deliver them;
- 4.5 Muros may withhold delivery at any time for any reason;
- 4.6 Proof of delivery will not be required to be provided by Muros more than sixty (60) days after the date of invoicing.
- 4.7 Muros shall not be liable to the customer 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 deliver goods whether such delay or failure is caused beyond its control, or by an act of god, fire, armed conflict, labour dispute, civil commotion or intervention of government or otherwise.

5. RETURNS

- 5.1 Returns and credits will not be accepted on the following basis:-
 - a. Goods which have been specially procured.
 - b. Goods which have been specially manufactured or cut to the specifications of the customer.
 - c. Goods which have been used, modified or damaged.
- 5.2 Goods will only be accepted for credit on the following basis:-
 - a. Goods are returned in accordance with these conditions and are returned within fourteen (14) days of date of delivery accompanied by a request for credit quoting the original invoice/packing slip number, the purchase order number, date and reason for return.
 - b. Prior notification of the return of goods is required and the acceptance of such goods does not imply an agreement to issue a credit note.
- 5.3 Returns are subject to inspection and approval and will attract a handling and restocking charge. Freight will be at the expense of the customer unless the goods were supplied incorrectly.

6. WARRANTIES AND LIMITATION OF LIABILITY

- 6.1 Muros does not warrant that any goods are fit for a particular purpose;
- 6.2 Unless specifically agreed in writing by Muros:
 - a. Muros does not warrant any goods that have been altered, repaired, installed, misused or modified in any way not previously approved in writing by Muros;
 - b. Where goods or services are provided for a business all warranties, descriptions, representations or conditions whether implied by law, trade, customer or the Consumer Guarantees Act 1993 or otherwise are expressly excluded;
 - c. Muros's liability is limited to the cost of replacement or the repair of any products supplied by it so that its total liability will not exceed the price of the goods.

7. INSPECTION BY CUSTOMER

The customer will open and check all goods supplied and report any alleged discrepancy with details of the invoice number and specifics of the claim, in writing within seven (7) days of the date of delivery. Any claims made outside this time will not be accepted for credit.

8. RETENTION OF TITLE

- 8.1 Ownership and title to the goods shall not pass to the customer until Muros has received payment in full of all monies owing by the customer to Muros;
- 8.2 Risk of any loss, damage or deterioration of the goods shall pass to the customer on delivery of the goods to the customer's premises.
- 8.3 The customer acknowledges that until title to the goods passes to the customer in accordance with this clause:
 - a. The customer holds the goods as bailee of Muros and that a fiduciary relationship exists between the customer and Muros;
 - b. The customer shall store the goods separately and in a manner so that they are clearly identified as the property of Muros.
 - c. Muros shall be entitled at any time to demand the return of the goods and shall be entitled without notice to the customer and without liability to the customer to enter any premises occupied by the customer to search for and remove the goods.

9. REPRESENTATION OF PRODUCT IN CATALOGUE AND OTHER INFORMATION

While the information (including product pictures) in the Muros catalogue endeavours to be accurate, specific details/features, such as colour, may vary from that which is represented. If your specifications are critical, please ask for clarification. Muros will not be liable in the case where loss arises as a result of goods being different from that which is represented in the Muros catalogue and other information.

10. PRIVACY

By accepting these conditions and any guarantee the customer and any guarantor agree and authorise Muros to:

- 10.1 Register a charge on the customer with Personal Property Securities Register (PPSR) to secure payment for goods.
- 10.2 Obtain from any person or company any information (including credit information) that Muros may require for the purpose of, or as the result of any sales by Muros; and
- 10.3 Disclose to any third party details of these conditions (including any credit application) and any subsequent dealings including any defaults and payments which are more than thirty (30) days overdue.

11. GUARANTEE AND INDEMNITY

Any signatories to a Muros Quote agree that:

- 11.1 Each signatory personally jointly and severally guarantees payment to Muros of all and any sums owed by the customer to Muros pursuant to these conditions including all payments due pursuant to the above condition 1; and
- 11.2 These conditions bind any guarantor;
- 11.3 No granting of time waiver or indulgence to the customer or failure to recover from the customer shall release any guarantor; and
- 11.4 As between any guarantor and Muros each and every guarantor shall be deemed to be a principal debtor and indemnifies Muros for any loss suffered and all sums payable to Muros.
- 11.5 The person signing any order or contract for the supply of Muros products on behalf of the customer accepts full personal liability and guarantees payment by the customer. If the customer fails to make any payment or do any other thing that results in the vendor suffering loss the person signing on behalf of the customer agrees to pay all sums due and owing to Muros.