

1. GENERAL

Any contract between Arrowhead Alarm Products (The Company) and its customers for the supply of goods shall automatically incorporate these conditions of sale which shall prevail over any other conditions attached to any order or acceptance or other written or oral intimation notwithstanding any conditions therein to the contrary and any such other conditions shall not form part of the contract between the customer and the Company.

2. TITLE OF GOODS

The customer hereby acknowledges that the title and property in the goods supplied by the company and the right to possession thereof shall not pass from the company until all payments as herein set forth have been fully made by the customer in cash. The company hereby agrees to allow the customer to deal, sell, and trade with the goods in normal course of business and for the customer to retain the sale proceeds of such sale or dealing provided that the customer adheres to the terms and conditions of this agreement. In the event of the customers defaulting in any of the terms of the Agreement including the payment of any monies due under this agreement then the company shall have the right (without giving notice) to retake possession of the goods supplied to the customer by the company and the customer hereby authorizes and allows the company or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purpose of retaking possession of the same and the company shall not be liable for any costs, losses damages, expenses or any other monies or losses suffered by the customer as a result of the company retaking possession of the goods. The customer hereby indemnifies the Company against prosecution and claims for the damages resulting from the seizure of goods.

3. INSURANCE

During the period between delivery and final payment for the goods, the customer will maintain sufficient insurance thereon in the name of the company against loss or damage from any cause to cover the unpaid balance of the purchase price and failing to do so no loss or damage suffered during the aforesaid period shall relieve the customer from payment of the balance of the purchase price or from any of the terms of this contract. During such period the customer will maintain all goods and materials delivered by the company in good condition.

4. QUOTATIONS AND PRICES

Prices shall be based on those ruling at the DATE of the quotation; Indent prices are based on the exchange rate and the freight rates ruling at date of quotation. The company reserves the right to revise prices and charges in the event of any change in costs and or exchange rate between the date of quotation and the date of delivery. Prices are ex store Auckland. Goods and Service Tax is not included in our prices.

5. PAYMENT

(a) Payments shall be made within 30 days following date of despatch from the company store unless otherwise specified.

(b) It shall be a condition precedent to future deliveries that all payments due shall have been made and if such payments shall not have been made and future deliveries are withheld accordingly, the Company shall not be liable to the Customer for non delivery or otherwise howsoever.

(c) Any expenses, costs or disbursements incurred by the company in recovering any outstanding monies including debt collection agency fees and solicitors costs shall be paid by the customer providing that those fees do not exceed the scale charges by the debt collection agencies solicitor.

(d) The company shall be entitled without notice to terminate any credit arrangement with the Customer in the event of customer defaulting in any of the terms and conditions herein contained.

(e) The Company shall be entitled at any stage during the continuance of this agreement to request such security or additional security as the company shall in its discretion think fit and be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.

(f) The company shall be at liberty at its discretion to charge interest on all overdue accounts at the rate of 24 per centum per annum.

6. DELIVERY

(a) While the company will make every effort to effect delivery in accordance with pre-arranged dates, no guarantee is implied as to delivery dates nor will the company be liable for any loss or damage arising from delays in delivery howsoever caused and whether in respect of the whole or part of the goods ordered and a delay in delivery shall in no event entitle the Customer to cancel the contract. Where a contract involves more than one delivery these conditions apply to each and every delivery.

(b) Subject as above, delivery shall be taken by the customer within the period (if any) named in the quotation or order and such full details as may be necessary (or required by the company) to enable the company to complete the delivery within such a period shall be supplied by the customer. If for any reason the Customer is unable to accept delivery for the goods at the time when the goods are due and ready for delivery the company shall if its storage facilities permit, store the goods and take reasonable steps to prevent their deterioration until the actual delivery and the customers shall be liable to the company for the reasonable cost (including insurance) of its so doing. This provision shall be in addition to not in substitution of, any other payment of damages for which the customer may become liable in respect of this failure to take delivery at the appropriate date.

7. CLAIMS

(a) The Company shall not be liable for any direct or consequential loss or damage attributable to defects in the goods nor in respect of condition or warranties whether expressed or implied by statute or at common law which have not been confirmed by the Company in writing.

(b) The buyer shall indemnify and save harmless the Company against all proceedings, claims and demands, costs and expenses made against or incurred by the company in respect of the goods sold hereunder or any installation thereof by the customer or his employees, agencies or representative.

(c) Any complaints old damage or short delivery or loss in transit must be made to the Company within three working days of delivery by the customer. The company shall have the option of repairing, replacing or crediting the value of the goods in respect of which any complaint as aforesaid is made and proven, thereby fully discharging all legal liability.

8. GUARANTEE

(a) Subject as in hereafter provided the company will replace or repair at its own cost all goods which are or become faulty by reason only of the use of defective materials or by reason of defective workmanship within a period of 12 calendar months from date of setting the installation into operation but not exceeding 24 calendar months from date of delivery provided that the customer has notified the company in writing of the default within that period. The exception to this is that certain Arrowhead products carry an extended 5-year warranty.

(b) The customer shall as soon as practicable after discovering any such defect or fault, return the defective goods or parts thereof to the company unless it has been agreed between the parties that the necessary replacement or repair shall be carried out by the company on the customers premises or on the premises where the goods are being installed.

(c) The company shall be under no liability to the customer in respect of defects in the goods supplied except as specified in this clause nor shall it be responsible for any personal injury or damage or loss of any kind attributable to defects in such goods but the customer will keep the company indemnified against any such claim.

(d) In the event of the Customer attempting to repair the goods without the written consent of the Company the provisions of the clause become null and void.

9. RETURNS

Materials returned for credit will be accepted at the sole discretion of the company. Any returns must be made within 30 days of the original purchase and the goods must be in original condition.

10. REPAIR AND EXCHANGE

When available reconditioned equipment may be substituted for articles needing repair in which case charges will reflect cost of repaired effective article but in no case to exceed cost of new one. No repair or replacement shall extend any of the above guarantee periods

11. FORCE MAJEURE

No liability will be accepted for any failure of, or delay in performance where performance is wholly or partially delayed, hindered or prevented by any circumstances which is not within the companies immediate control including but without limiting the generality of the foregoing, strikes, lockouts, labour disputes of any kind, fires, accidents and breakdown of plant, delay of transport, unavailability of materials, war, hostilities or any local or national emergency, compliance with any order or request of a government or other public authority or force majeure of any kind.

12. MISCELLANEOUS

The company shall be at liberty by notice in writing to the buyer to immediately suspend or cancel performance of this contract if the customer be declared bankrupt or if the company be subject to winding up order. If a receiver or manager of its assets be appointed or if it shall commit any breach of or fail to perform any one or more of the terms and conditions on its part herein contained or fail to rectify or discontinue such breach or non-performance within (7) days after notice in writing by the company so to do the company may by notice in writing terminate this contract forthwith but any such termination shall not affect any other rights or remedies which the company may have in consequence of any such breach or non-performance.

The company shall have all rights at common law and in equity in addition to this contract. The laws for the time being of the country of New Zealand when applicable shall apply to the interpretation of the contract.