

# Terms and Conditions

## Price

All prices quoted are subject to any variation in exchange rates, customs duties, taxes, freight, insurance rates and the selling prices of our suppliers' which occur before delivery of the goods.

Prices quoted exclude GST and any other tax imposed in relation to the goods. All such taxes are payable by you in addition to the price of the goods.

## Payment

Unless otherwise stated by us in writing, payment is due on the 20th day of the month following date of invoice. We reserve the right to charge interest on any overdue amount calculated on a daily basis from the due date until actual payment at 5% above the base rate charged by our bankers on current overdraft facilities, such rate being calculated as at the 20th of each month.

All costs incurred in the recovery of any overdue amount (including collection costs and solicitors' fees) are your responsibility.

## Cancellation

If after placing an order with us, you cancel any goods prior to delivery, we may invoice you for all direct and indirect costs incurred by us to the date you notify cancellation.

## Delivery

We will use our best endeavours to fulfil any orders but may cancel any order relating to any goods which, in our opinion, it is impractical or uneconomical to continue to produce or supply.

We will use our best endeavours to make delivery at any time specified in an order (if a time is specified) but will not be responsible for any loss or damage sustained by you or any person, by reason of any delay in delivery or any failure to fulfil an order or make delivery, howsoever caused.

Orders placed for a total value of less than \$150 will at our discretion incur freight charges. Orders valued in excess of \$150 will be supplied free into your store.

All claims for items not received but shown as dispatched on the paperwork enclosed with your order must be advised immediately on receipt of goods and advised in writing within 5 working days.

## Risk and Title

Unless otherwise agreed in writing and signed by one of our duly authorised representatives, ownership in the goods shall not pass to you until you have discharged all outstanding indebtedness to us.

If payment is overdue we may recover the goods or any part of them and may enter upon your premises for this purpose. Should the goods purchased from us be sold by the purchaser prior to payment the proceeds of that sale (insofar as they do not exceed the amount of indebtedness) shall also be our property and be held on trust by the purchaser on our behalf.

Payment shall become overdue immediately upon commencement of any act or proceeding in which your solvency is involved.

## Warranty

We endeavor to ensure that all goods sold are free from defects in materials and workmanship.

We shall have no responsibility for any damage resulting from defective goods, misuse or abuse of goods or from negligence or malpractice.

## Goods Return Policy

Goods delivered to you as a consequence of any misinterpretation of your order may be returned for full replacement provided the same are in as new condition and the error is reported to us within 5 working days of receipt of the goods

Goods delivered to you as a consequence of error in your order may be returned, provided the error is reported to us within 7 days of receipt of the goods and further provided the goods are in as new condition except where these items have been purchased specifically for your order. The Company shall be entitled to a 25% restocking fee. Return freight is your responsibility.



**W. M. BAMFORD & Co LTD**

12 Victoria Street, Lower Hutt, 5010  
Private Bag 31346, Lower Hutt, 5040  
Tel: 04 5762100 , Fax 04 569 6489  
enquiries@bamford.co.nz www.bamford.co.nz