

Terms & Conditions - 2015

Goods are supplied only on the following terms and conditions unless otherwise specifically agreed in writing.

Prices:

List prices are quoted including GST unless otherwise stated on the price list and are based on current rates and are subject to alterations without notice.

Warranty:

In the event of any loss from arising from faulty workmanship of Burrell Marketing Group NZ Ltd will replace or repair at Burrell Marketing Group NZ Ltd's discretion the part or material affected by Burrell Marketing Group NZ Ltd's workmanship (But not from any other cause) notified in writing within 3 Months of the date of invoice. Burrell Marketing Group NZ Ltd only accepts liability under this warranty. All other conditions or warranties, whether as to conditions, description, quality or otherwise, and whether express or implied, are to the full extent permitted by law hereby expressly excluded and negated.

Payments & Ownership of Goods:

Unless otherwise specifically agreed in writing, payment in full is due 20th of the month following invoice date. Un-paid accounts will incur collection and legal fees payable by the customer. All goods supplied by Burrell Marketing Group NZ Ltd remain the property of Burrell Marketing Group NZ Ltd until payment is received in full.

Late Payments Fee:

If at any time monies are overdue, then the whole account will immediately become due and payable and in the event that payment is not received in full by the 20th of the month following invoice interest will be charged at the rate of 11% from due date to the date of payment. All unpaid accounts will incur collection/legal fees payable by the customer.

Exercise of right of entry:

Where the purchaser confers on the vendor or the agent or servant of the vendor the right to enter any premises, whether for the purpose of taking possession of the goods comprised in the agreement or for any other purpose in connection with those goods, the vendor commits an offence against this Act if the manner or time of the exercise of the right is unreasonable, irrespective of the words used to confer the right.

Responsibility:

Burrell Marketing Group NZ Ltd's responsibility for goods ceases at the point of delivery to the customers nominated carriers. The customer will be responsible for all damage to goods in transit by customer's nominated carrier.

Cancellation:

If any order is cancelled, the customer will pay 10% of the invoice amount as cancellation fee, all return freight costs to Burrell Marketing Group NZ Ltd's premises and the cost of replacement or repair of all damage to goods upon re-delivery.

Jurisdiction:

All causes of action will be deemed to arise within the Porirua District Court area.