

# **Aegis Products Limited – Terms & Conditions of Sale**

## **1. Agreement**

These Terms & Conditions (“Agreement”) apply to all sales of goods by Aegis Products Limited (“we/us/our”) to any purchaser (“you/your”). By placing an order, accepting a quotation, or making payment, you are deemed to have accepted these Terms.

## **2. Pricing & Payment**

All prices are in New Zealand Dollars (NZD) and exclude GST unless stated otherwise.

Full payment is due by the date stated on our invoice.

We may require upfront payment before dispatching goods.

Overdue accounts may incur interest at 2% per month, plus recovery costs.

You are liable for all costs of debt collection.

## **3. Quotes & Orders**

Quotes are valid for 30 days unless otherwise stated.

A quote becomes binding only once confirmed in writing.

Orders cannot be cancelled without our written consent.

## **4. Delivery & Risk**

We will make reasonable efforts to deliver on time but are not liable for delays outside our control.

Risk in the goods passes to you upon delivery.

## **5. Retention of Title**

Ownership of the goods remains with Aegis Products Limited until we have received full payment.

We may, at any time, enter your premises (or any premises under your control) to recover the goods if payment is not made in full.

## **6. Returns & Refunds**

Returns are only accepted where goods are defective, incorrectly supplied, or otherwise agreed in writing.

Goods must be unused, in original condition, and returned at your expense unless we are at fault.

Refunds or replacements are at our discretion.

## **7. Warranty**

We warrant that goods are free from material defects in materials and workmanship at the time of delivery.

Warranty claims must be made within 12 months of delivery.

Warranty excludes damage caused by misuse, neglect, modification, or use outside intended purpose.

Our liability is limited to repair, replacement, or refund at our discretion.

## **8. Limitation of Liability**

Aegis Products Limited is not liable for accidents, injury, damage, or loss arising where the product is not used for its intended purpose.

To the maximum extent permitted by law, we are not liable for indirect, consequential, or special loss (including loss of profits, business, or opportunity).

Our total liability will not exceed the purchase price of the goods concerned.

## **9. Consumer Guarantees Act 1993**

If you are acquiring the goods for business purposes, the guarantees under the Consumer Guarantees Act 1993 do not apply.

If you are a consumer under the Act, these Terms apply subject to your rights under that legislation.

## **10. Indemnity**

You agree to indemnify us against any claims, costs, or losses arising from your misuse of goods or breach of these Terms.

## **11. Intellectual Property**

All intellectual property, designs, branding, and documentation relating to the goods remain our property unless otherwise agreed in writing.

## **12. Force Majeure**

We are not liable for failure or delay in performance caused by events outside our reasonable control, including natural disasters, transport or supply delays, strikes, or equipment failure.

## **13. Governing Law & Jurisdiction**

This Agreement is governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the New Zealand courts.

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