

## TERMS AND CONDITIONS OF APOLLO ENCLOSURE SALES - Digi Screens Limited

In relation to the following terms and conditions the words "the supplier" shall mean Digi Screens Limited, of Unit 4, 1 Porters Avenue, Eden Terrace, Auckland. New Zealand.

- 1 Terms of payment are as indicated on individual quotes.
- 2 No order is valid until accepted by the supplier. Once accepted by the supplier, all orders are considered to be binding. Cancellation of any order or part thereof shall be at the sole discretion of the supplier and may be subject to a cancellation fee.
- 3 The placing of any order on the supplier shall indicate the purchaser's acceptance of these terms and conditions and/or any specific conditions which may be imposed by the supplier with regard to any order.
- 4 Extras/Variations to the Contract  
Where the client directs any works to be carried out, which are not strictly in accordance with the proposal and/or the drawings and specifications from which the proposal was prepared, then any such works shall constitute an extra or variation to the proposal and any additional costs incurred shall be chargeable to the client.
- 5 Goods will not be accepted for return unless agreed to by the supplier prior to their return. Such acceptance will be at the sole discretion of the supplier and a restocking fee may be charged. Under no circumstances will goods that have been specially manufactured or obtained for the purchaser be accepted for return.
- 6 Property in all goods supplied shall be retained by the supplier until payment in full is received for those goods. The risk associated with the goods shall pass to the purchaser at the time the goods leave the supplier's premises.
- 7 If the goods are sold or if they become constituents of other goods or products which are sold by the purchaser prior to the supplier being paid, then the proceeds of the sale of those goods or products shall be the property of the supplier and the purchaser shall be accountable to the supplier for them.
- 8 If the purchaser defaults in making any payment due to the supplier or if any creditor of the purchaser takes any steps to recover any money due by the purchaser, then the supplier or its representative or agent shall be entitled to enter the premises of the purchaser or any other premises where the goods supplied by the purchaser and unpaid for are located and to take possession of those goods.
- 9 All costs incurred by the supplier in recovering any sums of money owing by the purchaser shall be payable by the purchaser.
- 10 No variation from these conditions of sale will be accepted unless agreed in writing by the supplier.

## 11 Warranty

Enclosure - in accordance with the attached Apollo Enclosures warranty

Screens, if supplied – The manufacturer's warranty covers the repair or replacement of faulty parts for the period stated in the quotation.

Media players, if supplied – warranty covers repair or replacement for a period of one year from the date of installation. Freight at cost.

12 Digi Screens Limited's liability is limited to the repair or replacement of faulty equipment and/or parts thereof. It accepts no liability for any costs incurred by the client without its express written authorisation or any consequential damages.

13 It is the responsibility of the client to promptly report any defects within the warranty period.

## 14 Service rates

Labour and travelling - \$125.00 + GST per hour

Mileage charge for use of company vehicle - \$1.20 + GST per kilometre

Disbursements (airfares, rental vehicle etc.) - at cost + 10%