

TERMS AND CONDITIONS

Prices

- Integrated Systems Design Limited reserves the right to vary prices at any time without prior notice.

Payment

- All accounts are to be paid for in full by the 20th of the month following date of invoice.
- Upon default of payment, Integrated Systems Design Limited reserves the right to:
 - (a) Charge 2% interest per month on all overdue invoices/statements, and
 - (b) Recover all costs, including but not limited to, legal costs incurred in the recovery of overdue accounts.
- This clause survives the cancellation of this agreement.

Acceptance

- Upon delivery or uplifting of the goods and or service the customer is deemed to have accepted the goods and or service.
- Immediately upon receipt of the goods and or service the customer must make sure the goods and or service are intact and to their requirements.
- This agreement supersedes and replaces all preceding terms and conditions and acceptance of quotes or receiving of goods is deemed to be acceptance of this agreement.

Security Interest

- The customer grants Integrated Systems Design Limited a security interest in the goods, which were supplied or service undertaken on, as security for all amounts owing to Integrated Systems Design Limited.
- The customer acknowledges that the invoice provided to it describing the goods, which were supplied or service undertaken on, forms part of this agreement and a valid security agreement under the Personal Property Securities Act 1999.
- All goods supplied to the customer remain the property of Integrated Systems Design Limited until paid for in full.
- The customer acknowledges that until such time as Integrated Systems Design Limited has been paid in full, it will keep the goods in separate storage.
- The customer irrevocably permits an agent of Integrated Systems Design Limited to enter the premises where the goods are, to recover the goods.

Default

- If the customer defaults on payment, stops payment, calls a meeting of its creditors, becomes insolvent, becomes bankrupt, goes into liquidation or has a receiver — Integrated Systems Design Limited at its sole discretion may suspend or cancel these terms and conditions, take possession of the goods and withdraw all credit facilities available to the client.
- Integrated Systems Design Limited takes no responsibility for any damage caused in the removal of goods in the event of default.

Returns

- Integrated Systems Design Limited is under no obligation to accept returns.
- From time to time Integrated Systems Design Limited may at its sole discretion agree with a client to accept a small amount of returns.
- No custom made or custom ordered items may be returned.
- Integrated Systems Design Limited reserve the right to charge rebinning fees to any items accepted as returns.
- Freight charges are not credited if returns are accepted and extra return freight may be added.

Product Liability

- Integrated Systems Design Limited shall not be liable to any persons for any special or consequential loss, damage or injury of any kind arising directly or indirectly from the use of the

goods, or any breach of any of Integrated Systems Design Limited' obligations in connection with this contract or from any negligence or any act or omission on the part of Integrated Systems Design Limited, its servants, agents or contractors.

- Integrated Systems Design Limited expressly disclaims responsibility for goods manufactured or supplied by it that are damaged — by accident, abnormal operating conditions, war, violence, storm, cataclysm, other acts of God, equipment being used for any application not manufactured for or recommended, sand or abrasive materials, corrosion of any kind, hazardous liquid, electrolytic action, liquid temperature beyond the recommended range, not being installed correctly or to a standard deemed acceptable by Integrated Systems Design Limited or by manufacturers standards.
- Where products are purchased for business/commercial use the customer acknowledges that the Consumer Guarantees Act 1993 does not apply where this act permits.
- Subject to statutory provisions unable to be contracted out of, the customer acknowledges that Integrated Systems Design Limited shall not be liable for:
 - (a) Loss or damage caused by any factor beyond the control of Integrated Systems Design Limited,
 - (b) Loss or damage caused as a result of delay,
 - (c) Consequential loss, loss of profits and/or exemplary damages, and
 - (d) Any claim exceeding the amount invoiced to the customer.

Warranties

- All goods sold are warranted against defects as set out in manufacturers warranty except where that warranty obligates Integrated Systems Design Limited to cover the cost of repair or replacement of goods.
- Warranties are granted to the original user only.
- Any freight incurred as a result of warranty claims are to be paid for by the customer.
- Integrated Systems Design Limited reserves the right to refuse to repair goods that have been polluted by poisonous media or other liquids injurious to the environment.
- Without limitation the above warranty is void if any site condition or specification not known or advised to Integrated Systems Design Limited at the time of order or quotation affects the operation of the supplied goods — all associated costs of repair are the customer's responsibility, warrantee is also void if the goods supplied are operated at a duty point other than that specified at time of quotation or order, storage of goods before installation is not within the manufacturers recommendation, protection devices installed in the goods are not used or monitored, the goods are not used in accordance with the manufacturers operating instructions or are altered or tampered with in any way including an attempt of self repair, or are damaged due to misuse, negligence, or accident.
- The person completing this form on behalf of the customer warrants that:
 - (a) The customer is solvent, and
 - (b) It has advised Integrated Systems Design Limited of all circumstances relevant to the supply of the goods and/or service and to the provision of credit herein.

Privacy Act

- The customer irrevocably authorizes Integrated Systems Design Limited to obtain information from any source it deems necessary for the purposes of assessing the request for credit and enforcing it's rights under this agreement.
- The clause survives the cancellation of this agreement.