1. Definitions
1.1 "A&O'L" shall mean Anderson & O'Leary Limited and its trading division, Pemic, its successors and assigns or any person acting on behalf of A&O'L and/or Pemic.
1.2 "Customer" shall mean the Customer (or any person acting on behalf of the Customer) to whom A&O'L supplies Goods or Services pursuant to a contract with the Customer.
1.3 "Debtor" means the person in whose name an invoice is payable, for the debts of the Customer on a principal debtor basis.
1.4 "Document" means any document or written communication (including any written or electronic communication) with respect to the Goods or Services described on any invoice, quotation, work authorisation or other form as provided by A&O'L to the Customer.
1.5 "Goods" shall mean all Goods supplied by A&O'L to the Customer, or a party nominated by the Customer (and where the context so permits shall include any sub-contractor, agent, or third party nominated by the Customer).
1.6 "Goods and Services" means all Goods and Services supplied by A&O'L to the Customer, or a party nominated by the Customer (and where the context so permits shall include any sub-contractor, agent, or third party nominated by the Customer).
1.7 "Invoices", "Quotations" and "Work Authorisations" mean any invoices, quotations, work authorisations or other forms as provided by A&O'L to the Customer.
1.8 "Price" shall mean the price payable for the Goods as agreed between A&O'L and the Customer, with the exception of clause 4 of this contract.

2. Consumer Guarantees Act 1993
2.1 If the Customer is acquiring Goods for the purposes of a trade or business, A&O'L guarantees that: (a) the Goods supplied by A&O'L are of acceptable quality; and (b) the Goods are fit for the purposes for which they were made or supplied by A&O'L.

3. Sale of Goods
3.1 Any instructions received by A&O'L from the Customer for the supply of Goods and/or Services are supplied by A&O'L only on the terms and conditions contained in these terms and conditions.
3.2 Where more than one Customer has entered into this agreement, the Goods and Services are to be supplied to each Customer for the account of such Customer and in accordance with the terms and conditions applicable to each Customer.
3.3 A&O'L will supply Goods and Services subject to prior sale or order, and reserves the right to substitute other Goods of a similar nature if the specification does not meet the Customer’s requirements.
3.4 Unless otherwise agreed in writing, A&O'L will deliver the Goods to the location specified in the Customer’s order and the Customer shall be responsible for the costs of delivery.
3.5 Goods and Services are supplied by A&O'L only on the terms and conditions contained in these terms and conditions, unless otherwise agreed in writing.
3.6 Any representations, statements, conditions or agreements expressed in writing by A&O'L are binding on A&O'L but not by any such unauthorised statements.

4. Price and Payment
4.1 The price for the Goods supplied shall be either: (a) as indicated on invoices provided by A&O'L to the Customer in respect of Goods supplied; or (b) A&O'L’s Price at the date of delivery of the Goods according to invoices provided by A&O'L to the Customer.
4.2 A&O'L’s Price is subject to change in the event of a variation to A&O'L’s quotation, and to increase the price of Goods or Services if the price of raw materials, power, or any other input necessary to manufacture, repair or maintain the Goods or Services, or any component part of the Goods or Services, arising after the date of quotation required to maintain the quality of the performance of the Services.
4.3 At A&O'L’s sole discretion: (a) payment may be made by cash or cheque; or (b) payment shall be due on delivery of the Goods, or (c) if payment is required in advance of Goods being supplied, such payment shall be due on the date of the contract and before the order being fulfilled; or (d) if payment for Goods supplied is due at the time of delivery, payment shall be due at the time of delivery.
4.4 All payment for Goods and Services supplied by A&O'L must be made to A&O'L in New Zealand dollars and at the price quoted, subject to changes in the event of any error or omission in the invoice or in any other form or document. Payment is due at the time of sale and/or delivery of the Goods.
4.5 A&O'L shall not be liable for any loss incurred by the Customer as a result of the Customer’s failure to pay for the Goods on time.

5. Delivery of the Goods
5.1 All A&O'L’s sole discretion delivery of the Goods shall take place when the Goods are ready for delivery, the Customer’s address or an address given in the event that the Goods are delivered by A&O'L or A&O'L’s nominee to secure all amounts and other monetary disbursements including legal costs on a solicitor and own client basis.
5.2 All A&O'L’s sole discretion the costs of delivery are in addition to the Price of the Goods or Services, unless otherwise agreed to in writing.
5.3 Each A&O'L’s sole discretion and the Customer shall be responsible for all costs and duties that may be applicable to be added to the Price except when they are expressly indicated on the invoice as included in the Price.
5.4 The correct invoice must be stated on the invoice, invoice or any other form or document. Payment is due at the time of sale and/or delivery of the Goods.
5.5 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card, or by EFTPOS, within 21 days in accordance with the relevant A&O'L’s sole discretion and that may be applicable to be added to the Price except when they are expressly indicated on the invoice as included in the Price.
5.6 Delivery of the Goods shall be subject to the prior payment of the Price and the Customer agrees that the Goods are to be treated as a deposit on the Goods and shall not be returned until payment is made in full.
5.7 The failure of A&O'L to deliver shall not entitle either party to treat this contract as terminated.
5.8 A&O'L shall not be liable for any loss or damage whatsoever due to failure to deliver the Goods at the time or place agreed by either party.

6. Return of Goods
6.1 A&O'L retains ownership of the Goods nonetheless, all risk for the Goods shall pass to the Customer upon delivery, even if the Goods are being white goods, are unloaded. Where the Customer expressly request delivery, A&O'L retains ownership of the Goods to an unloaded location then such Goods shall be left at the Customer’s sole risk and it shall be the Customer’s responsibility to secure the Goods until such time as the Customer has accepted the Goods.
6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, A&O'L is entitled to receive all insurance claims on the Goods and is solely responsible for the repair or replacement of the Goods and any losses incurred by the Customer.
6.3 If, and only if, A&O'L proves the Goods are not defective, A&O'L shall be entitled to refund all amounts paid for the Goods to the Customer, and the Customer shall be entitled to charge a reasonable fee for redelivery.

7. Warranty and Limitation of Liability
7.1 A&O'L will not be liable for any claim or damage made in connection with the workmanship of the Works, or for breach of contract, tort, strict liability, or otherwise, in respect of the Goods or Services unless A&O'L has been proven guilty of negligence, breach of contract or other breach of law.
7.2 A&O'L shall not be liable for any claim or damage made in connection with the workmanship of the Works, or for breach of contract, tort, strict liability, or otherwise, in respect of the Goods or Services unless A&O'L has been proven guilty of negligence, breach of contract or other breach of law.