



TERMS AND CONDITIONS OF SALE or RENTAL

1. DELIVERY

Delivery is defined as arrival of the products at the Customer's premises or collection by the Customer from our premises.

2. WARRANTY

The manufacturer/distributor warrants the products for the period as specified by the manufacturer, from the delivery date in respect of each machine, that the machine (excepting expendable components) shall be free from defects in materials and workmanship. The Supplier's sole obligation in the event of breach of such warranty shall be repair or replacement of the defective unit, at no charge to the Customer. The warranty specified herein shall not apply to any products or part which has been changed, modified or altered by the Customer or any unauthorised third party in any way unless such changes, modifications or alterations have been specifically approved, in writing, by Eftpos Canterbury Ltd. The warranty shall not extend to any repair or replacement necessitated by the fault or negligence of the Customer or improper use or faults caused by external conditions such as power surges. The Supplier shall not be responsible for any consequential, indirect, or special damage or loss of any kind. We highly recommend the use of suitable power surge protection on all electronic equipment.

3. RISK

The risk in the products shall pass to the Customer upon delivery and the Customer shall be obliged to insure the goods pending payment in full.

4. RETENTION OF TITLE

- (a) All products remain the property of Eftpos Canterbury Ltd until payment is received in full.
- (b) Pending payment in full, as above, Eftpos Canterbury Ltd shall be entitled at any time to retake the possession of the goods and is hereby authorised to enter any premises where the same may be situated and the Customer shall indemnify Eftpos Canterbury Ltd in respect of any claim or cost arising from the exercise by Eftpos Canterbury Ltd of any of its powers and rights hereunder.

5. SOFTWARE LICENCES WITH HARDWARE PURCHASE

When purchasing eftpos terminals or point of sale equipment most products include End User Software Licence Agreements. This licenses you to use the software which is embedded in the product. As purchaser and user of these products you agree to the licence terms of the manufacturer, distributor or supplier of the equipment. Ownership of the software does not transfer to the purchaser on payment for the hardware.

6. PRICES

Prices are subject to change until the order is confirmed with the Supplier of the equipment and then in writing to the Customer.

7. FREIGHT

A freight and handling fee may be charged on orders outside the Christchurch area.

8. PAYMENT

- (a) Full payment is due in 14 days.
- (b) On payments not made as specified, the customer will be charged at 2.5% per month above the rate of interest charged at the time to Eftpos Canterbury Ltd by its bankers on overdraft account on the unpaid balance as a late payment charge. This clause shall not affect the rights of Eftpos Canterbury Ltd to recover any such sum.
- (c) Eftpos Canterbury Ltd reserves the right to recover all costs of enforcing these Terms and Conditions against a Customer which the Customer agrees to pay in the event of default by the customer.

9. AGREEMENT AND ACCEPTANCE

These are the only Terms and Conditions of Sale between Eftpos Canterbury Ltd and the Customer and apply to the delivery of all goods and shall not be amended, rescinded, cancelled or waived except in writing agreed upon by both parties. Acceptance of delivery of any goods is acceptance by the Customer of these Terms and Conditions irrespective of anything to the contrary in any enquiry or order from the Customer.

10. GUARANTEE

If a customer is a limited liability company, Eftpos Canterbury Ltd reserves the right to require a Director or Shareholder of that company to complete a Form of Guarantee.