

TERMS AND CONDITIONS OF SALE

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PACIFIC WINGS LIMITED

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1. DEFINITIONS

- 1.1 “**Buyer**” means a person or entity requesting goods or services from Pacific Wings Limited.
- 1.2 “**Seller**” means Pacific Wings Limited.

2. CONTRACT

- 2.1 **Sale of All Goods and Services:** All goods and services supplied by the Seller to the Buyer are supplied subject to these Terms and Conditions of Sale, which shall prevail despite any indication to the contrary by any person, buyer, agent or representative acting, or purporting to act, on behalf of the Seller, or any conflicting, contrary or additional terms and conditions or other document or communication.

3. TERMS OF PAYMENT

- 3.1 **Seller’s Rights:** All credit is subject to the Seller’s written approval and the Seller may alter, reject or withdraw credit privileges for any reason and without giving reasons.
- 3.2 **Payment:** Payment for all goods and services must be made at the time of purchase, unless otherwise approved, in writing, by the Seller.
- 3.3 **Conditions of Credit:** Accounts must be paid in full on or before the 20th of the month following the date stated in the Seller’s invoice. If full payment of any account is not received by the Seller by the due date for payment then, without prejudice to the Seller’s other rights and remedies, the Seller may:
 - (a) Charge interest on overdue accounts at the rate of 2.5% per month until the amount to be paid (including interest) is paid in full;
 - (b) Recover from the Buyer all costs incurred by the Seller in recovering debts owed to it by the Buyer.
 - (c) Suspend or restrict the goods or services that the Seller provides to the Buyer.

4. SALE OF GOODS AND SERVICES

- 4.1 **Seller’s Rights:** All orders are subject to acceptance by the Seller. The Seller reserves the right to allocate sales of goods and services among its customers to its sole discretion.
- 4.2 **Acceptance:** The Buyer is deemed to have accepted the Seller’s goods or services unless written notice of rejection is received by the Seller within thirty (30) days after delivery. The Buyer waives any right to revoke acceptance thereafter. The Buyer shall notify the Seller in writing of any discrepancy in shipment quantity or damage within thirty (30) days after delivery.
- 4.3 **Ownership of Goods:** Ownership of goods will remain with the Seller until such time as the Buyer has made full payment for all the good supplied by the Seller to the Buyer together with all interest and other monies due.
- 4.4 **Prices:** Prices of goods and services shall be as specified by the Seller and these prices may be altered at any time by the Seller without notice.
- 4.5 **Limitation of Liability:** Goods and services are provided by the Seller on the condition that the Seller’s liability to the Buyer or any other person (in tort, contract or otherwise) for loss or damage is

limited to the Buyer's purchase price for such goods or services. The Seller's liability is limited along with acceptable evidence of purchase, within thirty (30) days from date of delivery.

- 4.6 **Force Majeure:** The Seller shall not be liable for failure to fulfil its obligations herein or for delays in delivery due to causes beyond its reasonable control. The Seller's time for performance of any such obligation shall be extended for the time period of such delay or the Seller may, at its discretion, cancel any order or remaining part thereof without liability.
- 4.7 **Warranty:** The Seller makes no warranty, expressed or implied, with respect to any goods or services. In particular, the Seller makes no warranty with respect to the suitability of its goods or services for any particular purpose or use.

5. GENERAL

- 5.1 **Seller's Rights:** The guarantees in the Consumer Guarantees Act 1993 are excluded where a Buyer is, or is holding him or herself out as, acquiring goods or services for the purposes of a business.
- 5.2 **Governing Law:** These terms and conditions are governed by New Zealand law and the New Zealand courts shall have full and exclusive jurisdiction to determine any dispute which may arise under these terms and conditions.