

TERMS AND CONDITIONS OF SALE Segedin Truck and Auto Parts Ltd (STA Parts)

These Terms and Conditions are the only terms and conditions that apply to every sale, between Segedin Truck and Auto Parts ("STA Parts") and all customers ("the Buyer"). Whatever other representations may have been made by STA Parts, the Buyer agrees that; there are no variations to these terms and no other agreement between the Buyer and STA Parts.

CONSUMER GUARANTEES ACT 1993 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Buyer acquires goods from STA Parts for the purposes of a business in terms of Section 2 and 43 of that Act.

1. WARRANTY

Conditions relating to new goods:

1.1 No representation, condition, warranty or promise (expressed or implied) other than those required by law apply to each and every sale of new goods. Goods are warranted free from defective workmanship and material provided that the goods or engine are unmodified in anyway. Warranty of any part is subject to normal use and only for the purpose of repairing or rebuilding a motor vehicle to Manufacturers standard specifications and is void if not installed by a qualified fitter. Where a qualified fitter continues with a partially completed job neither the fitter nor STA Parts are liable for the condition of parts or work commenced prior to the fitter continuing with the job. STA Parts may require written evidence from the fitter, and it is STA Parts sole discretion before acting on any warranty claim.

1.2 At no time will a warranty be extended beyond that of the manufacturers warranty period or conditions. The warranty is limited to replacing or repairing any defective goods returned to STA Parts in accordance with the procedure set out in these terms and conditions provided that STA Parts is satisfied that the defects were defects in manufacture. Warranty covers only replacement or repair of the product itself and not the cost of removal or reinstallation. STA Parts shall not be liable for any financial losses or damage sustained by the Buyer, including but not limited to, repair, inspection or replacement costs, any charges for hire or purchase of replacement equipment/goods, labour, towage or storage charges, **STA Parts liability will not exceed the purchase price of the goods. NO WARRANTY APPLIES IF PARTS FAIL BECAUSE OF USER ABUSE, LACK OF MAINTENANCE or HAVE BEEN USED FOR RACE or COMPETITION PURPOSES, OFF ROADING, MARINE USE, or USED WITH ALTERNATIVE FUELS or ENGINES THAT HAVE BEEN MODIFIED IN ANYWAY.**

Conditions relating to secondhand or used goods:

1.3 No warranty either expressed or implied applies to the sale of second hand or used goods.

2.0 PRODUCT LIABILITY

2.1 The Buyer acknowledges that STA Parts is a reseller of parts not a manufacturer and STA Parts has no liability for any loss, injury or damage directly or indirectly related to any product supplied by STA Parts.

3.0 PAYMENT

3.1 Payment in full is required prior to the dispatch of goods.

3.2 Where a Buyer makes a purchase or payment using a credit card, the credit card numbers and imprints are transmitted to and held by STA Parts at the Buyers risk.

3.3 STA Parts will not accept any liability for the use of stolen or misappropriated credit cards or credit card numbers. Charge backs resulting from authorized or unauthorized use of any credit card will not be accepted and will be treated as non payment with legal action being taken.

4.0 DELIVERY

4.1 Goods are to be uplifted from STA Parts after payment unless delivery is agreed otherwise before order taken.

4.2 Goods will not be consigned to courier depots. Uplift by the Buyer or the Buyer's agent constitutes delivery to the Buyer. Delivery is at the Buyer's risk and expense in all cases.

4.3 Where delivery has been agreed to by STA Parts, all consignments will be made by carrier of STA Parts choosing or at STA Parts discretion and always at the Buyer's cost. STA Parts will not be liable for any loss suffered by the Buyer due to failure of, or delays in delivery.

4.4 STA Parts reserves the right to withhold delivery until payment has been verified.

5.0 SHORTAGES

5.1 Details of goods not received must be sent in writing to STA Parts within two working days of delivery together with a copy of the original invoice, listing these goods. No deduction for these goods shall be made without authorization from STA Parts.

6.0 RISK

6.1 The risk in the goods shall pass to the Buyer immediately upon the Buyer or the Buyers' agent, taking possession of the goods. Uplift by a courier or other delivery agent shall constitute the Buyer taking possession. Buyers are advised to insure goods in transit.

7.0 RETURNS

7.1 Goods (including packaging) must be returned in a saleable condition and with a copy of the invoice. Freight charges are not refundable. Claims for incorrect goods must be lodged within 48 hours of receipt of the consignment always quoting the delivery document number and date. No deduction or set off may be made for returned goods without the written authorization of STA Parts.

7.2 Returned goods will not be accepted after 14 days from date of delivery. A handling charge on returned goods of 10% of the purchase price will be charged. No returned goods will be accepted where they have been fitted or used or are in a soiled condition (including packaging). STA Parts has no liability for goods that have been incorrectly ordered. The Buyer is responsible to ensure that the goods are correct and suitable prior to fitting.

7.3 Refunds will be credited against your original method of payment, eg to the credit card you used to make the purchase.

8.0 TRADING ACCOUNTS

8.1 Where a Buyer ("the Applicant") requests a facility of a monthly trading account they acknowledge that the decision to open a trading account is solely within the discretion of STA Parts and maybe declined without explanation. The Applicant further agrees that the account requested, is not and will not become a consumer credit contract as defined in section 11 of the Credit Contracts and Consumer Finance Act 2003.

8.2 The Applicant must meet and continue to meet all of STA Parts trading account criteria and trade only within the credit limit assigned to them.

8.3 The Applicant is to notify STA Parts immediately of any change of business details and in the case of change of ownership/director a new account application will be required.

8.4 The Applicant also agrees that before any trading account is opened a processing fee of \$20.00 will be payable and the Buyer acknowledges that a monthly administration fee of \$5.00 will be charged on all accounts with activity under \$250.00 per month.

8.5 Payment for goods is due in full on or before the 20th day of the month following the date of the invoice or the account will be placed on STOP CREDIT until payment is made in full.

8.6 All overdue accounts will be frozen or closed and a service charge of 2% per month will be added to these accounts.

8.7 Any cheque returned unpaid to STA Parts will be charged with a bank handling fee.

8.8 All collection costs incurred on unpaid accounts will be borne by the Buyer. Any discount previously allowed will be automatically disallowed and will be added to the balance owing.

8.9 STA Parts may offer a credit card account as an alternative to a Trading Account where purchases will be charged to a credit card number as supplied and authority given to retain and debit such number either on a purchase by purchase basis or as arranged by STA Parts.

9.0 OWNERSHIP OF GOODS

Until payment has been made of all sums due and owing by the Buyer to STA Parts, the following shall apply:

9.1 Ownership of the goods and the materials shall not pass from STA Parts to the Buyer notwithstanding the appropriation of the goods to the contract pursuant to which the invoice is issued or the delivery of the goods to, or as directed by the Buyer.

9.2 The goods and material are supplied to and to be dealt with by the Buyer only as a fiduciary agent and/or bailee of STA Parts.

9.3 The Buyer shall keep the goods and materials separate and readily identifiable while the goods and the materials are in the possession or control of the Buyer. The Buyer hereby irrevocably authorizes STA Parts immediately upon default by the Buyer in either making payment or of any other term of these conditions of sale, or on the appointment of Statutory Manager to, receivership, liquidation, or bankruptcy of, or making of a scheme of arrangement by the Buyer, without the necessity of giving of notice, to enter on and into any property or premises owned or occupied by the customer, to search for and remove all or any of the goods and materials and to sell or otherwise dispose of the goods and materials removed and to credit the sale proceeds towards the amount owed. If all or any of the goods and materials are wholly or partially attached to, intermingled with, or incorporated in any other goods then STA Parts may in its sole discretion disconnect, retrieve or sever the goods and materials in order to remove them. STA Parts shall not be liable for any loss or damage caused to the customer in exercising its rights under the clause and the customer hereby indemnifies and shall keep indemnified STA Parts from any claims for losses or damages that may be against STA Parts as a result of the exercise by STA Parts or its rights, pursuant to this clause.

9.4 If the Buyer sells the goods or materials supplied by STA Parts to a third part, then the Buyer is accountable to STA Parts for all proceeds derived from such sale and shall hold such proceeds in a separate bank account on trust for STA Parts.

10.0 INTERNET AND CATALOGUE PURCHASES

The Terms and Conditions apply to all Internet and catalogue purchases with the following additions:

10.1 Prices displayed on any internet website or in any catalogue are subject to change at any time.

10.2 In addition to the price quoted STA Parts will charge the Buyer freight/delivery of the product(s) ordered. A separate invoice for this charge may be provided.

10.3 STA Parts may substitute a product for an equivalent product if the initial product ordered by the Buyer is unavailable. There maybe an adjustment to the price of products after an order is made. The Buyer acknowledges this and consents to any such substitution or adjustment. STA Parts will make reasonable efforts to notify the Buyer of any such substitution or adjustment as soon as is practicable.

10.4 STA Parts will not accept any liability for the use of stolen or misappropriated credit cards or credit card numbers.

10.5 STA Parts will not be required to validate the authority of anyone claiming to be authorized make use of that account or credit card and STA Parts will not be liable for any charge back resulting from authorized or unauthorized use of any credit card.

10.6 All goods in stock from orders received via the Internet will be dispatched the next available working day to a business or residential address. No orders will be sent for collection from courier depots.

10.7 At STA Parts discretion an Account holder may be issued with a PIN code (password) to select and charge goods online to their trading account. Normal operating conditions of this trading account including observation of the credit limit prevail.

10.8 The Buyer will be liable for every order made under its PIN code and agrees to indemnify STA Parts for all claims or damages made by any Third party arising from the actions of a person placing orders for products using the Buyer's PIN code.

10.9 All prices of products are displayed in New Zealand Dollars. Internet prices include GST but, account holders who have been issued a PIN code, prices will exclude GST unless otherwise stated.

11.0 SECURITY INTEREST

11.1 The Buyer grants a security interest to STA Parts in each and every part of the goods as security for payment for the goods and for any other amounts owing by the Buyer to STA Parts from time to time, and for performance by the Buyer of all the Buyer's other obligations to STA Parts from time to time ("Buyers indebtedness and obligations").

11.2 For the purposes of section 36(1) (b) of the Personal Property Securities Act ("PPSA"), and to ensure maximum benefit and protection for STA Parts by virtue of section 36(1) (b) (iii) of the PPSA, the Buyer agrees that the Buyer grants to STA Parts, as security for the Buyer's indebtedness and obligations a purchase moneys security interest ("PMSI") in relation to all of the goods that have been purchased by the Buyer. STA Parts may allocate amounts received from the Buyer in any manner it determines, including in any manner required to preserve any PMSI it has in any goods.

11.3 The Buyer waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under the contract. The Buyer agrees that nothing in sections 107 (in its entirety), 114(1)(a), 133 and 134 of the PPSA shall apply to this Contract, or the security under this contract, and waives the Buyer's rights under sections 107,121, 125, 129, 131, and 132 of the PPSA.

12.0 PRIVACY ACT

12.1 Information collected from the Buyer will be used for the account opening process. If the information requested is not supplied or is insufficient then the Buyer's application for Account facilities including Internet Ordering may not be processed.

12.2 All information collected is for STA Parts use only and information will not be sold but will be retained and used by STA Parts for but not limited to: marketing STA Parts products and services, sending the Buyer any advertising and/or promotional material.

13.0 ALTERATIONS TO THE TERMS AND CONDITIONS

13.1 STA Parts reserves the right to; amend or replace entirely these terms and conditions, without notice, at any time. Posting the new or amended terms and conditions on the STA Parts internet website is notice to all Buyer's of the changes contained therein.

14.0 EXCLUSION

14.1 No liability will lie unless all the aforementioned conditions have been complied with.

15.0 DISPUTES

15.1 All disputes in relation to any dealings between STA Parts and the Buyer must at first instance be dealt with by mediation or arbitration at the discretion of STA Parts.