

Terms & Conditions of Trade

1. General

The terms of trade set out below govern all the supplies of goods and services ("Products") from Ribbon N Blues ("RNB", "we", "us") to the customer ("you"). They will replace any terms and conditions contained in any document used by you and purporting to have contractual effect, and your acceptance of any Products from RNB indicates your acceptance of these terms of trade. RNB is a business-to-business supplier and as such offers products to customers purporting to use its products for their business.

2. Prices and Orders

Prices quoted are GST exclusive and may be altered without notice. RNB reserves the right to refuse to accept any order or any part of an order and to deliver goods by instalments, in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order.

3. Delivery

Dates given for shipment or delivery are not to be treated as conditions of sale but will be kept to as closely as possible. You shall make no claim on the account of late shipment or delivery howsoever caused. Delivery shall be deemed complete when we give you possession or goods are delivered to your designated delivery address and signed for.

4. Payment

Payment for goods is required at the time of order.

5. Property

Property and ownership in Products will not pass to you but will remain with RNB until we receive payment in full for the Products. The Products remain at our risk until delivered to you.

6. Returns

You agree that Products returned to our physical address as not required or suitable will not be accepted more than seven days after delivery. Acceptance will be at the sole discretion of RNB and shall be subject to the goods being as new in a resalable state and in original wrappers.

7. Warranties

Goods are subject to a 30-day warranty from defect. RNB will at its discretion replace any faulty goods or provide you with a refund for any faulty Product returned.

8. Limitation of Liability

The provisions of the Consumer Guarantees Act 1993 shall not apply to any supply of Products to you, and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or implied by common law will not apply and are excluded from these terms of trade. RNB's liability to you shall be limited to the value of any Products supplied and will not be liable to you for loss or damage of any kind however caused. Neither of us will be liable for any losses of any kind or any delay in performing obligations under these terms of trade caused in whole or in part by force majeure or any other cause beyond our reasonable control.

9. Privacy

You authorise us to collect, retain and use any information about your business for the purpose of corresponding with you in future. RNB will not disclose or sell your details to any other party.

10. Rights

RNB reserves the right to change these terms of trade from time to time. If RNB fails to enforce any terms or to exercise its rights under these terms of trade at any time, RNB has not waived those rights. If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade. This contract shall be governed in all respects by the law of New Zealand.