

Philips Selecon Terms and Conditions of Sale

1. Introduction

1.1 In these Terms and Conditions:

(a) Customer means the company or other entity which acquires Goods from Philips Selecon under these Terms and Conditions.

(b) Goods means luminaires and other related products supplied by Philips Selecon and, in respect of each Order accepted by Philips Selecon, means the products described in the invoice issued by Philips Selecon in respect of the relevant Order.

(c) Order means an order placed by the Customer with Philips Selecon for the supply of Goods.

(d) PPSA means the Personal Property Securities Act 1999.

(e) Philips Selecon means Strand Selecon Lighting; a Division of Philips New Zealand Limited.

(f) A reference to a clause is a reference to a clause of these Terms and Conditions.

1.2 The Terms and Conditions are deemed to include invoices issued by Philips Selecon in respect of an Order, the Limited Warranty and the terms and conditions of any Credit Application made by the Customer to Philips Selecon.

1.3 Any Goods supplied by Philips Selecon to the Customer will be supplied on these Terms and Conditions only, unless otherwise agreed in writing by Philips Selecon. These Terms and Conditions take precedent over any other terms and

conditions offered by the Customer.

2. Delivery and Risk

2.1 Delivery is deemed to be made to the Customer when the Goods are despatched from Philips Selecon's premises.

2.2 Risk in the Goods passes to the Customer on delivery. Philips Selecon will not in any way be liable for any delay in delivery or, for any damage to the Goods caused while the Goods are in transit.

2.3 Delivery costs are to be paid by the Customer in addition to the purchase price.

2.4 If the Goods are not available at the intended time of despatch, Philips Selecon may cancel any Order at its sole discretion and without penalty.

2.5 The Customer shall notify Philips Selecon in writing within 7 days of receipt of Goods if the Customer believes that Goods not matching the Customer's Order have been delivered.

3. Prices and Payments

3.1 The price of the Goods will be the price in Philips Selecon's price list current on the date of the Order. Philips Selecon may alter the prices at any time without notice.

3.2 The price of the Goods excludes any amount in respect of GST and any other tax, duty, import licence or government imposed cost ("taxes") imposed in relation to the Goods and all such taxes are

payable by the Customer in addition to the price of the Goods.

3.3 Payment for the Goods is due in full no later than the 20th of the month following date of the invoice.

3.4 Philips Selecon may charge interest on any overdue amount calculated on a daily basis at the rate of 2% per month.

4. Ownership of the Goods

4.1 Ownership of the Goods will not pass to the Customer until all amounts owing by the Customer to Philips Selecon in respect of those Goods and for all other Goods supplied to the Customer have been received by Philips Selecon. Until ownership of the Goods passes:

(a) The customer acknowledges that these Terms and Conditions create, in Philips Selecon's favour, a PPSA purchase money security interest in the Goods and any proceeds of their sale;

(b) The customer must keep full and complete records of the Goods and, if requested, store the Goods in a manner which enables them to be identified as the property of Philips Selecon;

(c) The customer must return the Goods if requested to do so by Philips Selecon following non-payment of any amount owing by the Customer to Philips Selecon and, without limiting any other rights Philips Selecon may have, authorises Philips Selecon or its agents to enter upon the Customer's premises to repossess the Goods, without Philips Selecon in any way being liable to any person;

(d) The customer must not change its name, address or contact details without providing Philips Selecon with at least 20 business days prior written notice;

(e) The Customer waives its right to receive a copy of any verification statement, financing change statement, notice, statement of account or any other statement or notification at any time under the PPSA.

4.2 The Customer acknowledges receipt of a copy of

these Terms and Conditions. The Customer will provide all necessary information, execute documents and do all acts as may be required by Philips Selecon to register a security interest granted in favour of Philips Selecon under these Terms and Conditions and the PPSA, or for any other purpose whatsoever.

5. Warranty

5.1 Philips Selecon warrants the Goods against defects in materials or workmanship subject to the terms and conditions set down in this clause 5.

5.2 The Customer must make a warranty claim before expiry of the 3-year Warranty Period which commences from the date of delivery of the Goods and based on the application and the nature of the Goods:

ENTERTAINMENT, THEATRE

The Goods are used in conditions typically found in a theatre performance venue being 4 to 6 hours daily, 6 days per week.

ARCHITECTURAL DISPLAY

The Goods are used as display lighting and conditions typically found in a museum being 10 to 12 hours daily, 7 days per week.

TELEVISION, FILM, STUDIO

The Goods are used in conditions typically found in a studio/film environment being 10 hours daily, 6 days per week.

OTHER

All other electromechanical and electronic devices including power supplies, Dowser and 80V Power System.

5.3 Philips Selecon has a policy of continual product improvement and may from time to time, without notice, alter the specifications set down in clause 5.2 including, but without limitation, the Warranty Period and description of the use of the Goods.

5.4 To make a warranty claim, the Customer must deliver a completed return authorisation form (available from the Philips Selecon website) to Philips Selecon or its authorised agent.

5.5 Philips Selecon's entire liability under the warranty set down in this clause 5 is, at its option, to repair, replace, or refund the purchase price of the Goods which are found to be defective or damaged as a result of Philips Selecon's defective workmanship, materials or design (fair wear and tear excepted). [Philips Selecon is not obliged to provide substitute Goods while the original Goods are inoperable.]

5.6 All Goods the subject of a warranty claim must be forwarded freight paid to Philips Selecon and will be returned freight collect to the Customer. The Customer is at all times responsible for insuring the Goods.

5.7 The warranty set down in this clause 5 is void and of no effect if the Goods are in any way:

- (a) misused, neglected, damaged, modified or abused;
- (b) improperly installed, operated, repaired or maintained;
- (c) connected to any other equipment with which they are not compatible;
- (d) used or stored in conditions outside their electrical or environmental specifications;
- (e) used for purposes other than for which they are designed;
- (f) used outside their stated specifications and operating parameters.

6. Liability of Philips Selecon

6.1 Except for the warranty set down in clause 5, all other warranties, descriptions, representations or conditions whether implied by law, trade, custom or otherwise are expressly excluded to the fullest extent permitted by law.

6.2 Philips Selecon does not warrant that the Goods are suitable for the Customer's intended purpose. The Customer should satisfy itself as to the suitability of the Goods.

6.3 As far as may be permitted by law:

(a) the total liability of Philips Selecon to the Customer in contract, tort or otherwise, for any loss, liability or damage to person or property arising, directly or indirectly, from any defect in the Goods or any failure by Philips Selecon to observe any of its obligations under these Terms and Conditions will be limited to the lesser of the price of the Goods complained of, the cost of repairing or replacing the defective Goods or the actual loss suffered by the Customer;

(b) Philips Selecon will not be liable in any circumstance for any indirect, special or consequential loss or damage of any kind suffered by the Customer.

(c) if the Customer is a "consumer" under the Consumer Guarantees Act 1993 (CGA), the CGA will not apply where the Customer acquires or holds itself out as acquiring the Goods for the purposes of a business.

7. Breach

If the Customer does not comply with its obligations under these Terms and Conditions (including its obligation to pay the purchase price), or if the Customer becomes or is likely to become insolvent or has a receiver appointed, Philips Selecon may cancel all or any part of the Customer's outstanding Orders and all amounts owing by the Customer to Philips Selecon shall immediately become due and payable. Cancellation by Philips Selecon is without prejudice to any other rights, powers, exemptions and remedies of Philips Selecon.

8. General

8.1 All the original rights, powers, exemptions and remedies of Philips Selecon shall remain in full force and effect notwithstanding any delay or failure to enforce the same by Philips Selecon. Philips Selecon shall not be deemed to have waived any of these Terms and Conditions unless the waiver is in writing and signed by a director of Philips Selecon.

8.2 These Terms and Conditions shall be governed by the laws of New Zealand. The

Customer submits to the jurisdiction of the Courts of New Zealand. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded from these Terms and Conditions.

9. Confirmation

9.1

I, the Customer
(.....)
have read and understood these Terms and Conditions and Warranty Policy.

9.2

Signature of Customer:

.....

Date:.....

OUR BANK DETAILS:

ACCOUNT NAME: Philips New Zealand Ltd - Selecon
BANK: Citibank N.A. Auckland Branch
23 Customs Street East, Auckland
New Zealand
ACCOUNT: 31-2840-0015300-003 or 03 if you can't fit 3 digits
SWIFT: CITINZ2X
(For international payments only)

