



VST (NZ) Ltd.
4/12 Beatrice Tinsley Crescent,
PO Box 302-168, NHPC
Albany, Auckland

Ph: (09) 444-8448
Fax: (09) 444-6448

Email: sales@vst.co.nz

TERMS AND CONDITIONS OF SALE

Terms of trade:

- Normal terms of payment are cash on delivery.
- A credit facility may be obtained under certain conditions.
- VST (NZ) Limited reserves the right at all times and without notice by our discretion to:
 - (i) refuse to grant credit;
 - (ii) stop credit;
 - (iii) require fresh application/personal guarantee;
 - (iv) selectively withdraw any discount offerings; and
 - (v) charge interest, at the rate of 2% per month, on any balance remaining outstanding after the due date.
- Credit limits are established by VST (NZ) Limited and confirmed in writing during the opening of a credit facility.

Prices:

- VST (NZ) Limited product price lists will endeavour to enclose the most up-to-date purchase prices. However, prices may be changed by VST (NZ) Limited without prior notice.
- All prices enclosed in the product price lists do not include freight or GST.

Warranty:

- All products purchased from VST (NZ) Limited are subject to manufacturers warranty. A warranty service will be given to customers who;
 - (i) have purchased the goods directly from VST (NZ) Limited
 - (ii) have cleared accounts in accordance to their credit terms. VST (NZ) Limited reserves the right to withhold warranty service whilst the customer's credit account is in arrears.
- If a Seagate product bought directly from VST (NZ) Limited is returned under warranty within 12 months of purchase, a replacement product will be given to the business or person in question.
- To receive this replacement product the RA Procedure must be followed.
- If the product defect has resulted from physical or electrical damage or by misuse, VST (NZ) Limited will not be liable for the fault.
- The customer agrees to pay for any freight charges incurred.

Returned Goods:

- (i) In the event that the customer believes that VST (NZ)'s goods were delivered incorrectly or with defects or damage, the customer must notify details in writing, quoting the VST invoice number, within three days of receipt of goods. Should the customer fail to notify VST (NZ) Limited of any incorrect delivery within three days of receipt of goods, it is agreed and regarded that the goods were delivered and received correctly and in good order.
- (ii) VST (NZ) Limited will not accept the return of any goods without a Return Authorisation Number (RA Number). Please refer to and follow the complete instructions in our steps to obtaining an RA# and steps to completing an RA# Form. Any goods returned without an RA number will be sent back to the customer at the customer's expense.
- (iii) Goods returned to credit, quoting an RA Number, must be accompanied by a copy of the invoice and will only be credited if the goods are returned in their original condition and packaging.

Signature: _____

Date: _____



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- (iv) Goods will be credited at their current value, and the sender agrees to pay the difference between amount invoiced and amount credited - again freight charges are not subject to a credit.
- (v) Credit for returned goods will be by credit to the client's account - cash refunds will not be given.

RA (Return Authorisation) Procedure.

- 1) Complete the RA Form and fax back to VST (NZ) Limited (Ring up and request RA form if required). VST will issue an RA number and return by fax.
- 2) Send Returned fax with goods.
- 3) Please ensure RA number is clearly visible on the outside of the box when returned.
- 4) Goods must be returned within the 30 days from the RA authorisation.

NOTE:

- 1) Invoice Numbers and Serial Numbers must be provided.
- 2) Goods returned out of warranty, found not to be faulty or do not have accurate fault description will incur a \$10 handling fee.
- 3) Goods found to be damaged physically may be quoted for repair. The quotation may include freight charges.

Title:

- VST (NZ) Limited will retain legal ownership of all VST (NZ) Limited products, delivered to or collected by or on behalf of the customer until the customer has paid to VST (NZ) Limited the full purchase price and all relevant delivery and insurance costs for those products. Payment by cheque or other indirect means may be accepted but shall not be considered payment until cash is cleared.

Confidentiality:

- The customer will **not** disclose or permit the disclosure of any information concerning VST (NZ) Limited products (including that contained in technical, service and spare parts manuals), pricing or VST (NZ)'s business affairs, and acknowledges that these are trade secrets and are strictly confidential.

We hereby agree to adhere to the above terms and conditions as specified.

Company: _____

Address: _____

PO Box: _____

Phone: _____

Fax: _____

Name: _____

Position: _____

Incorporation #: _____

E-Mail: _____

Signature: _____

Date: _____