

Hardy Trade Supply Website Warranties and Terms and Conditions

Delivery Times

Stock Items: 2-3 days from date of order

Factory items: 3-4 weeks from date of order

No returns or claims allowed after 7 (seven) days from date of delivery of goods.

Any returns within 7 days will incur a 20% restocking fee

All prices on this website are in \$NZ

Web Site Terms & Conditions

The following document contains an outline of the Terms & Conditions for Hardy Trade Supply Co Ltd, therein (HTS) web site.

INTRODUCTION

HTS has worked to incorporate a web site to be utilised by retail customers and current account customers alike for the purchase and supply of both Goods and Services related to the Hospitality Industry within New Zealand.

All the information is supplied to pay by cash, credit card or to open a monthly account. Each method has its own instructions, please read thoroughly the terms of which method best suits your purchase.

Some services are only available to approved trade business only customers that have entered into our User Agreement that HTS Governs the use of its web site.

GENERAL TRADING TERMS AND CONDITIONS

Privacy Policy

The customer's privacy is taken very seriously and HTS only use the customer's information to process orders, send out promotional material, and to provide a more personalised shopping experience. Any information given to HTS remains confidential and will not be sold or otherwise divulged to third parties without the customers consent.

With written notice the customer's account information can be withdrawn at any stage required.

Money Back Guarantee

HTS Guarantees the quality of all both new and used purchases and can be ordered from HTS with full confidence. If for any reason the customer is not totally satisfied with the quality of goods purchased the goods may be returned. Simply advise that the goods are not suitable within 7 days of purchase, unused and in the original packaging and HTS will refund in full less the cost of freight charged.

Freight and Handling

Freight and handling is calculated in addition to the purchase price of the goods. This can be seen on the customer's shopping basket and will incorporate a total for goods purchased and additional freight and handling.

All goods are packed carefully to ensure the goods are sent with limited risk of transit damage. It is the customer's responsibility to check all goods prior to signing that the goods have arrived in perfect condition. Once signed this takes the liability off the courier company for any damages incurred on the goods while in transit. For any damaged goods please list

on the delivery docket prior to signing and HTS can claim on the carrier for damages incurred.

Whereas the client has signed the goods are damaged HTS will undergo a full replacement for the damaged goods or if preferred credit an agreed discount with the client.

Returns and Credit / Refund Policy

If for any reason the customer returns the goods within 7 days of receipt of goods which remain unused and in their original packaging –we will refund or issue a full credit for the purchase prices excluding all freight and handling charges.

In the event that goods are returned beyond the 7 day period HTS reserves the right to decline a full credit / refund.

If goods are returned after the 7 day period HTS retains the right to charge a 20% restocking fee.

Please ensure we are contacted within the 7 day period or a proof of delivery is required within 7 days of the order being placed.

Delivery Policy

HTS will endeavour to fill and despatch all goods the next day after receipt of funds or the order should this be on a current account, with the exception of goods that are currently not available. Where goods are not available for immediate delivery the customer can expect to receive the goods within 7 working days. In the event the goods can not be delivered within the 7 day period HTS will contact the customer and advise a time of delivery in which the customer has the right to cancel the order or vary the order in accordance with their instructions. Any monies paid for the goods that have been cancelled due to not being delivered without notice will receive a full refund, with the exclusion of special manufactured products being delivered ex factory which carry 4-6 week lead times. The customer will be made aware of these lead times by HTS prior to accepting the order.

Refund / Dispute Policy

If you receive consumer goods that are faulty or defective excluding damage while in transit (covered under freight and handling) HTS will honour their commitment in either replacement or repair.

All warranties are based on manufacturers or sole importers warranties against any manufacturing defects or parts.

HTS totals liability to the customer in relation to any faulty goods or services is limited to the price paid for those goods or services. HTS will not, in any case, be liable for any consequential or special damages, including loss of business profits.

Risk and Ownership of the Goods

Risk in the goods will pass to the customer, upon delivery to the address specified by the customer on the date of the order confirmation. Pending cleared payment for the goods supplied in full or in respect of other monies owed by the customer to HTS, the goods will remain the sole and absolute property of HTS as legal and equitable owner.

Prices, Availability and Specifications of Goods and Services

All prices quoted are exclusive of GST, Freight and Handling unless otherwise stipulated. HTS reserves the right to update prices and specifications at any time without prior notice. HTS makes every effort to ensure that prices and specifications as well as lead times are as accurate as practical. This is however subject to change at any point and HTS takes no responsibility for price, availability or change to product specifications.

Custom Manufactured Products

For products outside the normal stock line of products that are custom manufactured, HTS require written confirmation of the order and the customer to pay a 50% non refundable deposit. The balance is payable to HTS within 10 days of receiving the goods. Failure to pay for the goods in full will incur penalty interest of 2.5% per month which is accumulative until paid for in full.

Pre-Owned Equipment

HTS is committed to selling quality pre-owned Catering Equipment as a less expensive alternative than purchasing new equipment.

All used equipment sold is fully serviced, certified and is fully operational prior to leaving our Warehouse unless otherwise advised.

Unless specified all used equipment carries a full 3-month parts only warranty and 7-day money back guarantee less freight charges and associated costs.

Under new legislation any Company or persons selling more than six used items over the course of a year can be prosecuted and fined to a maximum of \$20,000-00 if they are an unlicensed 'Second-Hand Dealer'.

HTS is licensed as a second hand dealer under Section 5 of the Second Hand Dealers Act 1963.

This gives you, the customer full protection and peace of mind, that any equipment has not been stolen or has any financial restraints, and that this equipment is fully guaranteed and backed by HTS.

Before purchasing any used equipment please ensure the seller is a registered second-hand dealer.

Caveat Emptor – let the buyer beware.

Used equipment is on a first come first serve basis and we require a 20% deposit to hold equipment.

Disclaimer

We will make our best endeavours to ensure that information provided though the HTS web site and other communication is accurate and current, however HTS accepts no responsibility for any incorrect information and reserves the right to change specifications, delivery advise and prices etc. at any time without notice.

Pictures featured may not be the exact picture shown as these may have been taken off manufacturer's brochures with their permission.

Variations may occur including and not withstanding colour, size, seasonal change or dimensions.

HTS does not accept responsibility for any loss, damage or costs, however caused (including through negligence), damage (including special, indirect or consequential loss or damage), whether in an action in contract, negligence or any other means, which the customer may suffer directly or indirectly in connection with the use of the HTS web site. This also includes any link the HTS web site has to any other web site that the client may access.

HTS does not accept any liability or responsibility for any losses that may be sustained as a result of using the HTS web site.