

# MOTH LIGHT LIMITED - STANDARD TERMS & CONDITIONS

## DEFINITIONS

"Company" means Moth Light Ltd.

"Buyer" means the person, or company buying the goods from the Company.

"Goods" and/or "services" mean the products and/or services being purchased by the Buyer from the Company.

"Contract" means the contract between the Company and the Buyer for the purchase of the goods and/or services.

"Contract price" means the price of goods as agreed between the Buyer and the Company.

Person includes a corporation, association, firm, company, partnership or individual.

"Quotation" shall mean price on offer for a fixed term.

"Manager" is the companies appointed decision maker.

"Default Rate" means 5% above the commercial overdraft rate charged by Moth Light bank from time to time.

## QUOTATION

The Buyer may request a Quotation from the Company setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within the quoted timeframe.

## ACCEPTANCE

If any instruction is received by the Company from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

## TERMS AND CONDITIONS

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

## PRICE

The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied.

Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods.

The Buyer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.

The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.

## PAYMENT, LATE PAYMENT, DEFAULT OF PAYMENT AND CONSEQUENCES OF DEFAULT OF PAYMENT

The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Company.

Subject to any provision to the contrary in the Contract, payment (being cash unless otherwise arranged in advance and confirmed in writing by Moth Light Ltd. or appointee) shall be received on or before the 20th of the month following the date of the Company's invoice to the Buyer, which shall be issued promptly on or after delivery of the goods.

Late payment shall incur interest at the default rate per annum calculated on a daily basis. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.

Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.

In the event that:

Any money payable to the Company becomes overdue, or in the Company's opinion the Buyer will be unable to meet its payments as they fall due; or

The Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice

to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

## GOVERNING LAWS

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

## DISPUTE RESOLUTION

The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

## RESERVATION OF TITLE

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

## WARRANTY

The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within thirty (30) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Company shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

Moth Light warrants that all Moth Light products:

- Are free from defects in materials and workmanship and conform to Moth Light's applicable specifications for that product.
- Are of acceptable quality for their type and use, are fit for the purpose for which they are designed, and they comply with our description and specifications for them.
- Comply with any sample of the same product we have given you.
- Have facilities for repair and a supply of parts will be reasonably available for a reasonable period after supply of the products.
- Our warranty is for a period of one year from the date of your purchase.

### 2. How to Get Warranty Service

To get warranty service from us you will need to:

- Provide us with written evidence of purchase.
- Return the product to us for inspection.

### 3. Our Obligation to You

Our obligation to you in relation to our warranty is at our option to either:

- Repair the product for you if repair is possible; or
- Replace the product with one of identical specification; or
- Refund the purchase price to you.

### 4. Exclusions from Our Warranty

Moth Light products are designed with specific protection features for optimum consumer safety and to ensure that our products perform as well as possible. Our products must remain fully accessible at all times in order to be able to be retrieved for warranty claims, repair or maintenance. Our warranty will not apply when:

- A power supply which is not a Moth Light certified power supply is used.
- LED rigid board modules are mechanically stressed by bending or shaping beyond the format as supplied, or if the actual LED is subject to unreasonable pressure.
- LED products are not installed by properly qualified installers in accordance with the applicable New Zealand Electrical Safety Standards and Regulations.
- Correct electrical polarity is not observed.
- LED modules are not cut or divided at the specified cutting marks (marked by a line and/or scissor symbol).
- Products which are installed in an environment which may cause corrosion, or moisture or water damage are not properly protected against such environmental risks.
- Solder and metal parts are not sufficiently lacquered when installed in a corrosive environment.
- A Moth Light certified low voltage pulse-width modulation (PWM) dimmer is not installed when LED products are to be dimmed.
- LED modules and accessories are not sufficiently well ventilated.
- Components have been tampered with, altered or modified in any way.
- Moth Light's individual specifications for the product you have purchased are not followed.

## RETURNS POLICY

Effective as of May 2012

## MOTH LIGHT LIMITED - STANDARD TERMS & CONDITIONS

Please read this returns policy and procedure document carefully prior to making a purchase from Moth Light. The purchase of any product from Moth Light Ltd will be deemed as an agreement by you (the purchaser) that you have read and understood this Returns Policy and Procedures document.

Moth Light reserve the right to amend this document without notice and such amendments will be caused to be in effect at the time of posting the amended document to the Moth Light website ([www.mothlightstudio.co.nz](http://www.mothlightstudio.co.nz)).

All purchases made prior to any amendment of this document will be honoured under the Policy in effect at the time of purchase. It is however your responsibility to ensure that you read this document prior to any purchase.

Policy The Fair Trading Act and the Consumer Guarantee Act provide the basis for the Moth Light returns policy, our aim is to build trust with our customers by honouring each return and by making the returns procedure as simple as possible.

**Courier Damage** Because of the nature of our business and our reliance on the care and professionalism of courier companies to deliver your purchase to your door you must ensure that you inspect, where possible, your package prior to signing for it: If the product is damaged, you should refuse delivery and contact Moth Light immediately. (You will need to quote your customer number and purchase number from your receipt. Even if the product looks fine or if you don't have time to inspect the product you must contact Moth Light as soon as you are aware of any damage. This is to protect you as every package is insured and helps Moth Light to resolve any disputes with the courier company quickly should you discover the package to be damaged once you have opened it. If this is the case please contact Moth Light. Returns must be sent via a courier company, we cannot accept returns sent via standard post as we have no way of accurately validating whether a package was sent via this method. When the product is defective or faulty upon delivery or installation, it is your responsibility to ensure that each item ordered is fit for the purpose that you intend to use the product. This must be done our order being made. This includes making sure the product is the right size, colour, voltage and IP rating etc.

Should you have cause to return a product there are three options available for our customers,

1. Exchange: If a product is defective or damaged, we can offer to exchange it for another one under our return to base warranty.
2. Repair: If a product is defective or damaged, we can offer to repair it under our return to base warranty.

3. Refund: A refund will be given only on products that are defective, damaged or faulty and where such a condition is not repairable. In every case a refund will only be granted upon inspection of the product and any such defectiveness was a result of the manufacturing or delivery process. We aim to resolve each return within 7-10 working days from the time of receipt at our offices. Should processing your return take longer, then Moth Light will contact you directly. The product(s) may need to be checked by our overseas factory which could take longer to establish the cause for failure. We will keep in regular contact regarding progress.

At the sole discretion of Moth Light, product can be returned within 30 days with proof of purchase (the receipt shipped with the item/s) for a full refund, provided the item is in an unused and re-sellable condition.

A written agreement by Moth Light must be provided to the customer before any goods are returned for credit. If returns are accepted then a restocking fee may apply.

- Items must be returned to our office in Wellington. We will not accept goods that are damaged as a result of mis-use, we will only accept items that are unused and in re-sellable condition.
- The cost of returning a product you no longer want (within 30 days) is your responsibility and must be sent via a traceable courier service or dropped to our office personally.
- Returns resulting from the customer changing their mind on any "Custom product" will NOT be accepted of any kind. (See custom made products below)

Custom made products:

A custom made product is a product that has been ordered by the customer with special requirements that results in standard product items being changed to meet the customer's requirements or constructed in such a way where they differ from their original state or standard format marketed by Moth Light. Refunds on custom made products will be given only on products that are defective, damaged or faulty and where such a condition is not repairable or exchangeable. In every case a refund will only be granted upon inspection of the product and any such defectiveness was a result of the manufacturing or delivery process.

Signed:

Date: