

Compucar Diagnostics Ltd Terms and Conditions of Trade

CONDITIONS OF SALE Please ensure that you read and acknowledge the following terms and conditions prior to placing your order with Compucar Diagnostics Ltd These Compucar Diagnostics Ltd terms and conditions shall apply to all of the goods and services of any kind Compucar Diagnostics Ltd (referred to as Compucar) provides.

PRICES All prices listed in our website, advertisement and/or catalogue do not include shipping & handling charges. All prices and descriptions are subject to change without notice. All prices are NZD.

TYPOGRAPHICAL ERRORS In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from the supplier or manufacturer, COMPUCAR DIAGNOSTICS LTD shall have the right to refuse or cancel any order placed for product listed at the incorrect price. COMPUCAR DIAGNOSTICS LTD has the right to refuse or cancel any such order whether or not the order has been confirmed and payment has been made. If payment has been made and your order will be cancelled, COMPUCAR DIAGNOSTICS LTD will immediately issue a credit to your PayPal or bank account in the amount paid.

WARNING COMPUCAR DIAGNOSTICS LTD will not be liable for any special, direct, indirect, incidental or consequential damages that might be claimed as a result of the failure of any part, including claims for delay, loss of profits, or labor. COMPUCAR DIAGNOSTICS LTD will not be liable for any damage or injury to persons or property resulting from improper installation or misuse of any part. COMPUCAR DIAGNOSTICS LTD will not cover any loss in profit or labour due to errors in shipping, miss packaging, and/or extended delays for backorder items. COMPUCAR DIAGNOSTICS LTD shall not be held accountable for any misconception or disappointment associated with any product.

Trade Terms

Trade terms are available to approved customers upon application and the written approval of account by Compucar. Approval is at the sole discretion of Compucar. Compucar reserves the rights to suspend terms and cancel credit facilities to any customer for any reason whatsoever.

When on trade terms payment is due on or before the 20th of the month following the date of Compucar's invoice otherwise will be 7 – Day Account Only.

All goods and services remain the property of Compucar until payment is received in full on or before the due date. The debtor gives Compucar the right to enter any property to uplift the said goods in the event that payment of the said goods has not been made.

All Declaration forms for ADAS, SRS, ABS and/or ESC inspections MUST be paid in full to be released and sent to Repair Certifier.

Payment not made by the due date shall be considered an overdue account and shall bear interest "at the Rate Notified" compounding monthly from the due date until the date of actual payment.

Product Installation When installing products Compucar will ensure that;

The invoice will define, the cost, work involved, parts that need replacing

The product is working properly once installed and tested

That Compucar is satisfied with all aspects of installation/maintenance work.

Servicing

When reporting a fault, the customer representative must provide Compucar with the appropriate information to enable the accurate and speedy resolution of the fault.

The information required is; Contact name and contact details, a full description of the problem being experienced with as much detail as possible including error message if available.

SPECIAL ORDERS / OUT OF STOCK All special orders / out of stock items must be prepaid before processing your order. Special order items cannot be cancelled or returned.

CANCELLATIONS Orders cancelled with COMPUCAR DIAGNOSTICS LTD after 24hrs from placement of order to the time of shipment will be subjected to a cancellation fee of 10% (ten percent).

PAYMENT COMPUCAR DIAGNOSTICS LTD accepts Cash, Credit Card 3% processing fee, Eftops, PayPal and Bank transfers (Deposits) only. All Payment MUST be made in full at time of Sale, unless prior arrangement has been made with Compucar Diagnostics Ltd. All goods remain the property of COMPUCAR DIAGNOSTICS LTD until paid in full.

\$25.00 **Late Fee** Plus GST per month until paid in full Plus any Collection Fees at your cost.

BNZ Bank Account: Compucar Diagnostics Ltd 02-0139-0095606-00

SHIPPING All orders are shipped by Courier Post. Items in-stock are usually shipped within 48 hours after receipt of payment. Any expected shipment dates given to customers are approximate. Shipping fees are calculated after order is being placed. Out of stock items will normally take 8- 14 business days to ship.

CLAIMS Claims for defective goods, shortages, delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer, unless made contact within three (3) days after the arrival of the goods.

RETURNS All items returned are subject to a 10% (ten percent) restocking fee. Returns are not accepted on ignition systems, computers, electrical units, software, special orders and custom orders. All returns or exchanges are accepted within 14 days after date of invoice. It is the customer responsibility to contact COMPUCAR DIAGNOSTICS LTD within this time period to be eligible for a return. You may contact our sales team at info@compucar.co.nz. All goods returned for credit must have a Return for Credit authorization number (RFC number) which can be obtained by Compucar Diagnostics Ltd. To ensure full credit less restocking fee, the returned item(s) must be accompanied with the ORIGINAL INVOICE, RFC number and customer name and address. All return items must be unused, in the same condition as sold to buyer and in its original packaging. No returns or exchanges will be allowed if the item shows signs of having been installed, scratched, damaged or modified. If COMPUCAR DIAGNOSTICS LTD does not accept a returned item as being defective and/or returnable for any reason, the buyer must accept any incurred cost. It is the responsibility of the customer to verify the correct part before ordering and installing a particular part.

REFUNDS No refunds will be given for change of mind. Please choose carefully as shipping and handling charges are non-refundable. All orders will be refunded by the method of payment of the order. Refused shipments sent back to COMPUCAR DIAGNOSTICS LTD do not constitute a refund or credit. COMPUCAR DIAGNOSTICS LTD reserves the right to charge the customer shipping & handling costs for the refused shipment and a 10% restocking fee.

WARRANTY

All products sold by COMPUCAR DIAGNOSTICS LTD are only subjected to the manufacturers' warranty. Manufacturer warranty will not be honored if due to customer's mishandling, abuse or faulty installation that causes the defect. Warranty cover for 3 (three) months

The warranty is an addition and not in substitution for the warranties contained under the Consumer Guarantees Act 1993.

The warranty covers faulty component(s) and their replacement.

Warranty does not cover:

Misconfiguration of component(s) or parts (i.e. car computer) by the customer or physical damage to the components or parts (i.e. car computer).

Replacements through wear and tear

Damage to the component(s) or parts caused by excessive inputs.

Guarantee

If the customer is acquiring the goods for the purpose of a business, then all of the guarantees and remedies in the Consumer Guarantees Act 1993 are excluded the only guarantee given is the guarantee which many accompany the goods/service. Compucar reserves the right (at its sole discretion) to either repair, replace or offer credit for parts/goods returned pursuant to any guarantee.

Release from Liability:

Through the use of this website and the purchase of any products or services, the CUSTOMER (for himself, his personal representatives, heirs, assigns and next of kin) hereby releases, waives and discharges NOT TO SUE Compucar Diagnostics Ltd or its Directors (Herein referred to as "the releases"). The CUSTOMER agrees to release the releases from all liability to the customer, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the customer arising out of or related to the use of this product, through negligence or otherwise. Product misuse will void all warranties, expressed or implied.

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COMPUCAR DIAGNOSTICS LTD reserves the right to make changes to its website, terms and conditions at any time. Note: By downloading this page, you have agreed to our Terms and Conditions of Sale.

Signed _____ From _____

Date _____ / _____ / _____ .