

SPHERICAL LTD TERMS AND CONDITIONS

Unless otherwise stated, all prices exclude New Zealand Goods and services Tax (GST) of 12.5%.

Prices and availability are subject to change without notice.

Verbal quotations are subject to written confirmation.

If an item is not yet available when you order, we will let you know the manufacture's expected release date. You may withdraw your order, if you do not wish to wait. Certain goods may be at the end of a line or have limited time available for purchase. Spherical Limited cannot guarantee products will always be available when you place your order.

All specials and promotions are limited to stock on hand and require payment in full on placement of order.

Delivery

You are responsible for insurance and risk in the products from the time they are delivered to you.

Unless otherwise stated in writing, all goods will be box shipped and it is your responsibility to assemble, configure and install. Where goods appear to be damaged or missing you must contact the carrier and Spherical Limited immediately.

We will make every effort to ensure delivery of goods or performance of services is on time but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance. Delay in delivery or performance shall not entitle you to cancel any order.

All claims for shortage or damage during delivery must be made to the carrier within seven days of the date of delivery.

Please contact Spherical Limited for shipping rates outside New Zealand.

Payment and Title

Payment shall be made by one of the following options: Direct credit, cash or cheque. The customer will select their payment option during the ordering process.

Unless we have agreed to extend credit to you, payment is to be made before supply. Payment by cheque or by any type of bank transfer will not be considered payment until the payment has been fully cleared through the banking system into our bank account. Most personal and company cheques received by mail will clear immediately. A \$ 20.00 fee will be charged on all returned cheques. All credit accounts must be paid in full by the 20th of the following month.

Purchase orders are accepted at our discretion. All cheques or purchase orders must include a contact person and phone number in order to be processed.

Should payment for supply of goods or services be outside of, or beyond, our payment terms, you will be liable for all costs, fees, damages, and expenses including legal costs (on a full indemnity basis) and all other fees incurred by us in recovering the amount outstanding. Ownership of the goods remains with us and does not pass to you until we receive all amounts you owe to us.

Recoverable Cost Clause

If you do not pay a bill by the due date for payment, we may charge you interest on the unpaid amount from that date until you pay it. The interest rate will be the overdraft interest rate of the ANZ Bank. We may also suspend or restrict the services that we provide to you and require you to pay any costs we incur internally or externally (including commissions and/or legal fees) in recovering the money you owe or in exercising our other rights.

Return of goods

Prior to returning any goods you must contact us by email at: rma@spherical.co.nz to receive a Return Merchandise Authorisation (RMA) number. We will not accept any returns without an RMA number. Each manufacturer has its own procedures and time frame in which Spherical Limited can accept returns on their behalf.

We require the following information when you contact us for a RMA number: customer name, invoice number, customer account number and the reason for return.

- All defective products will be accepted directly by us for credit, repair or replacement at our discretion.
- We recommend you package your return securely and insure it for the value of the contents.
- No markings including, stickers, labels or writing should be put on the retail packaging.
- All damage to goods whilst in transit, are the responsibility of the shipper.
- Any goods being returned to us for warranty replacement or credit are to be labeled and consigned in accordance with our Goods Return procedures.

Consumer Guarantees Act

If you are purchasing or holding yourself out as purchasing the products for a business purpose, then the provisions of the Consumer Guarantee Act 1993 (New Zealand) are excluded from any supply agreement and to the extent permitted by law, all statutory or implied conditions, warranties and guarantees which would apply are expressly excluded.

Privacy Act

The information you provide to us in the course of ordering goods will not be sold or exchanged to other companies or organisations.

Waiver

If we fail to enforce any terms or to exercise our rights under these terms and conditions at any time, we have not waived those rights.

Severability

If the event that any part of these Terms and Conditions will be determined to be invalid, unlawful, or unenforceable for any reason, such Terms and Conditions will be severed from the remaining terms and conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

Governing Law

These terms and conditions are governed by, and shall be construed in accordance with, the laws of New Zealand.

Warranties

Goods are subject to the manufacturer's warranties only. Spherical Limited will pass on the benefit of those warranties to you, without itself being directly liable to you under any warranty. Goods sold as "used" are subject to a three month warranty which includes parts and labour. You may be responsible for additional cost included (but not limited to) freight.

Where goods are subject to a return to base warranty, you are responsible for returning them to Spherical Limited (as provided by the warranty) and you may be responsible for additional cost included (but not limited to) freight.

Any warranty may be voided by damage to or misuse of the system, problems caused by the use or misuse of software, negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications or the addition of incompatible hardware.