

Standard Terms and Conditions of Trade

1. **DEFINITIONS**
 - 1.1. The "Company" means Adena Scientific Limited.
 - 1.2. The "Customer" means the person or organisation purchasing goods and/or services from the Company.
 - 1.3. "Goods" means the goods and/or services sold and/or offered for sale by the Company.
 2. **GENERAL**
 - 2.1. All orders accepted by the Company for the supply of goods to the Customer shall be deemed to incorporate these Terms and Conditions.
 - 2.2. No variation of, or substitution for, these terms and conditions in any form, order or other writings of the Customer shall be binding upon the Company unless specifically accepted by the Company in writing.
 - 2.3. The Company may vary these Terms and Conditions at any time and such variation shall become binding on the Customer upon posting of the updated Terms and Conditions on the Company's web site.
 - 2.4. The Customer is responsible for ensuring that the goods to be supplied are fit for the intended purpose or purposes prior to placing an order.
 3. **ORDERS, QUOTATIONS AND ACCEPTANCE OF QUOTATIONS**
 - 3.1. The Customer may place orders by phone, fax, email, or web site. Upon acceptance by the Company, orders become a binding contract between the Company and the Customer. All such orders shall be invoiced at the price prevailing at the time the goods are delivered to the Customer.
 - 3.2. Any offers made verbally to the Customer are an estimate unless confirmed in writing.
 - 3.3. All quotations submitted by the Company shall be in writing, and are valid until the expiry date shown on the quotation. The Company may withdraw a quotation prior to its expiry or acceptance by the Customer, by notifying the Customer in writing.
 - 3.4. Any quotation submitted by the Company constitutes an invitation to do business only. A contract shall only be formed when the Customer has accepted the quotation.
 - 3.5. To accept a quotation the Customer must sign and date the acceptance statement on the quotation and return a signed copy of the quotation to the Company together with payment of any deposit specified in the quotation. Acceptance of a quotation creates an order that is a binding contract between both parties.
 - 3.6. The Company shall not enter into a contract based upon an expired quotation. On request the Company shall submit a revised quotation, with any necessary price updates, to the Customer.
 4. **PRICES**
 - 4.1. All prices exclude GST unless otherwise stated.
 - 4.2. All prices listed are subject to change without notice.
 - 4.3. Unless otherwise agreed by the Company in writing, the Company reserves the right to vary quoted prices to take into account any increases in the cost of the respective goods where such increases are not under the direct control of the company.
 5. **PAYMENT**
 - 5.1. The Customer shall pay the amount shown on the invoice in full, without deduction or setoff, to the Company prior to delivery of the goods unless the Customer has a pre-approved credit account with the Company.
 - 5.2. Where the Customer operates a credit account with the Company, the Customer undertakes to pay the account balance in full on or before the due date shown on the invoice.
 - 5.3. In any event where the Company receives a cheque or other promissory note as payment from the Customer, such payment shall be deemed made only after it has been honoured by bank clearance and the funds are made available to the Company.
 - 5.4. If for any reason the Company considers that the Customer may be unable to meet its payment obligations to the Company as they fall due, the Company shall be entitled to take (in addition to any other remedies it may have) any or all of the following actions until the Customer's obligations are fully satisfied:
 - 5.4.1. Demand immediate payment for goods already supplied whether due or not.
 - 5.4.2. Withhold, without notice, any further deliveries of goods to the Customer.
 6. **DEFAULT**
 - 6.1. In the event that the Customer defaults on the payment of any monies owing to the Company, the Customer agrees:
 - 6.1.1. To pay the Company interest at a rate of 2% per month, compounding, on the amount outstanding until the Customer has fully discharged its indebtedness to the Company.
 - 6.1.2. To pay, on a full indemnity basis, all debt collection costs, repossession costs, damages, fees and expenses including legal costs incurred by the Company in recovering the amount outstanding.
 - 6.1.3. To irrevocably grant the Company, its agents and servants unrestricted leave and license to enter, without notice, on and into any property where the goods are reasonably believed to be situated, to search for, inspect and/or remove the goods supplied for the purposes of repossession and that the Company shall not be liable to the Customer or any third party for the exercise of its rights under this clause.
 7. **DELIVERY AND ACCEPTANCE OF DELIVERY**
 - 7.1. Any delivery date stated by the Company is an estimate only. The Company shall make every effort to deliver by that date but gives no other undertaking as to the date of delivery.
 - 7.2. Delivery to the Customer shall take place at the Company's premises unless otherwise agreed. All costs incurred by the Company in effecting delivery to any other location requested by the Customer shall be charged to the Customer.
 - 7.3. When the Company agrees to freight goods to the Customer, the delivery of the goods to the carrier is deemed to be delivery to the Customer.
 - 7.4. The Customer shall inspect and test the goods immediately upon receiving the goods and notify the Company in writing, within seven (7) days of delivery, of any respect in which the Customer alleges the goods are not in accordance with the contract. If the Customer fails to give notice within that time, the goods shall be deemed to be delivered in accordance with the contract.
 - 7.5. If the Customer receives incorrect goods due to an error by the company or the goods are defective, the Customer shall notify the Company in accord with clause 7.4 above and the Company shall then exchange the goods. If the goods were freighted to the Customer, the Company shall arrange, at its own expense, any freight that may be necessary for the exchange of the goods.
 8. **CANCELLATION OF ORDERS AND RETURN OF GOODS**
 - 8.1. The Customer may not cancel an order for any reason whatsoever without the Company's consent in writing. Where such cancellation is agreed, the Customer shall pay all costs in returning goods to the company, ensure that such goods are insured while in transit and are returned to the Company's premises in pristine condition, in original unmarked packaging including all original documentation and accessories.
 - 8.2. For hygiene reasons we cannot accept the return of makeup products for exchange or refund, except as provided in clause 7.5 above, therefore all makeup sales are final.
 - 8.3. Used, damaged or otherwise altered goods, and any freight charges (including dangerous goods charges) are not eligible for credit, refund or exchange.
 - 8.4. Orders for goods specially imported or custom manufactured for the Customer cannot be cancelled under any circumstances. The Customer shall remain liable for the invoiced price even if the Customer refuses to accept delivery and/or returns the goods.
 - 8.5. Prior to returning any goods the Customer must obtain an RMA (Return Merchandise Authorisation) number from the Company. Returns shall not be accepted, credited or replaced unless the RMA number accompanies the returned goods.
 - 8.6. Returns must be received by the Company within fourteen (14) days of the date the goods were received by the Customer otherwise a credit or refund cannot be issued.
 - 8.7. A credit or refund shall be issued to the Customer within fourteen (14) days of the Company receiving the returned goods and a confirmation email shall be sent to the Customer. Refunds will be issued in the original form of payment or by bank transfer.
9. **RISK AND TITLE**
 - 9.1. Title to the goods shall only pass from the Company to the Customer when the Customer has discharged all of the Customer's outstanding indebtedness to the Company including delivery charges and all applicable taxes.
 - 9.2. Notwithstanding that the title to the goods may not have passed to the Customer, all risk relating to the goods shall pass to the Customer upon delivery.
 - 9.3. The Customer is responsible for insuring goods in transit.
 - 9.4. Until title to the goods has passed to the Customer in accordance with this section and without prejudice to any of the Company's other rights:
 - 9.4.1. The Customer is deemed to be in fiduciary capacity as bailee of the Company in respect of any goods supplied by the Company.
 - 9.4.2. The Customer shall store the goods in such a place that it is clear that the goods are the property of the Company and shall ensure the goods are kept in new condition.
 - 9.4.3. The Customer shall insure, and keep insured, the goods to the full purchase price against all risks, and keep them free from all charges, liens and other encumbrances.
 - 9.4.4. The Customer shall, upon request, disclose to the Company all relevant information.
 10. **INTELLECTUAL PROPERTY**
 - 10.1. All intellectual property developed out of or in the course of provision of the Company's services, including but not limited to installation drawings and documentation, shall be the exclusive property and copyright of the Company, unless otherwise agreed in writing.
 - 10.2. All information, drawings and documentation produced by the Company and supplied to the Customer constitutes confidential information of the Company (to the extent that it is not in the public domain). The Customer shall not disclose any such confidential information to any third party, nor use the confidential information for any purpose, other than that for which the Company supplied it.
 11. **LIABILITY**
 - 11.1. The Company shall not be liable for any delays, accidents, loss or damage of any kind, including (but without limitation) loss of profits, business, revenue or goodwill, that may arise directly, indirectly or consequentially through defects or breakdowns of the goods, war, civil commotion, hostilities, strike or lock out, act of God, fire, government regulations or directions, or any other cause force majeure. This exclusion of liability applies to liability in contract and/or in tort, including negligence.
 12. **PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)**
 - 12.1. The Customer acknowledges and agrees that by assenting to these Terms and Conditions the Customer grants a security interest to the Company in all goods previously supplied by the Company to the Customer (if any) and all after acquired goods supplied by the Company to the Customer.
 - 12.2. The Customer undertakes to:
 - 12.2.1. Sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Company may reasonably require in order to register a financing statement or financing change statement on the Personal Property Securities Register.
 - 12.2.2. Not register a financing change statement or a change demand in respect of the goods without the prior written consent of the Company.
 - 12.2.3. Give the Company not less than fourteen (14) days prior written notice of any proposed change to the Customer's name and/or other details, including but not limited to changes of address, trading name, facsimile number, or business practice.
 - 12.3. Unless otherwise agreed by the Company in writing the customer waives its right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest.
 - 12.4. The Customer agrees sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125 to 127, 129, 131 to 133, shall not apply to these Terms and Conditions or the security created hereunder.
13. **WARRANTIES**
 - 13.1. All goods supplied by the Company shall carry the full warranty provided by the manufacturer or authorised NZ distributor of the goods.
 - 13.2. All labour supplied by the Company to complete a repair or an installation shall carry a warranty of three months, unless otherwise agreed in writing.
14. **WAIVER AND INVALIDITY**
 - 14.1. In the event that any part of these Terms and Conditions is determined to be invalid, unlawful or unenforceable then that part shall be severed from the remaining Terms and Conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.
 - 14.2. Failure by the Company to insist upon strict performance of any Term or Condition herein shall not be deemed to be a waiver of any rights that the Company may have. No express waiver of a Term or Condition at one time shall be deemed a waiver for all or any other times.
15. **CONSUMER GUARANTEES ACT 1993**
 - 15.1. Where the Customer is a consumer under the CGA who acquires goods and services from the Company other than for the purpose of business, then these Terms and Conditions shall be subject to the provisions of the CGA.
 - 15.2. The Customer agrees that the Consumer Guarantees Act 1993 shall not apply to any goods or services supplied for business purposes.
16. **PRIVACY ACT 1993**
 - 16.1. Where goods are supplied on credit, the Customer authorises the Company to obtain information about the Customer from any third party and to divulge that information to any third party in the course of the Company's business including but not limited to a credit or debt collection agency for credit assessment or debt collection purposes.
 - 16.2. The Company only collects Customer information that is necessary to conduct its business with the Customer. All such information is retained in a secure manner and, except as provided in clause 16.1 above, shall not be disclosed any other parties unless the Company is required by law to make a disclosure.
 - 16.3. The Company shall, upon request, provide the Customer with access to the information for the purposes of review and correction.