

Terms and Conditions of Sale (On-line)

1. What is the purpose of these terms and conditions?

- 1.1 These terms and conditions relate to sales via the Intelligent Environments Limited website(s) and pertain to specific products, materials, equipment or accessories (collectively referred to as 'the goods') manufactured by the Protective Enclosures Company (PEC) and sold online by Intelligent Environments Limited (we/us/our) as sole distributor of the PEC range of products in Australia and New Zealand.
- 1.2 If you accept our terms and conditions, this forms the basis on which Intelligent Environments Limited (we/us/our) supplies the goods to the purchaser (you/your).
- 1.3 Our terms & conditions will override any inconsistencies in your order to us.
- 1.4 Any statute referred to includes any of its amendments or substitutions.
- 1.5 If any provision of our terms and conditions is invalid, that will not affect the legality of the rest of the terms and conditions.
- 1.6 We may communicate with you and serve you notices by post, facsimile or email.
- 1.7 We reserve the right to occasionally change these terms and conditions, the most current of which will be available on our website.

2. What are our payment terms?

- 2.1 **We will supply you** the goods at the price advertised on our website at the time your purchase is made, plus goods and services tax as applicable.
- 2.2 **Freight** may be included in the purchase price or it may be an additional expense, all costs that apply will be listed on your invoice.
- 2.2 **Prices may be altered** by us without prior notice.
- 2.3 **Payment is to be made** when the order is placed.

3. What warranties do you have?

- 3.1 All goods come with the manufacturer's standard warranty, which is between one and five years, depending on the product. The manufacturer's warranty is as detailed below:

The Protective Enclosures Company, LLC, or any subsidiaries, shall not be liable, under any circumstances, for incidental, indirect, special, and consequential or multiple damages as a result of the sale or use of this TV Shield product.

5 Year Limited Warranty on high molecular weight polyethylene plastic housing against cracking and breaking with normal consumer use.

2 Year Limited Warranty on LEXAN polycarbonate front cover/panel/window against cracking or breaking with normal consumer use. This warranty does not cover any scratches or damaged caused by abuse or normal use, it only covers against cracking or breaking of the polycarbonate front cover.

1 year Limited Warranty on product failure or quality of workmanship and on all other components against any manufactures defects

- 3.2 This warranty is in addition to any rights you may have as a consumer under the Consumer Guarantees Act 1993. The guarantees implied by that Act are expressly excluded if you are acquiring goods for the purpose of a business.
- 3.3 The above warranties are subject to:

- proof of purchase (including date of purchase) being supplied (i.e. invoice, receipt or other proof of payment)
- being applicable to original purchaser only, not assignable or transferable
- adequate care, reasonable maintenance of products, and correct installation and use of product
- no unauthorised repairs and/or modifications to the goods
- the product that is the subject of the claim, along with proof of purchase (see above) and product part number, being returned to either the manufacturer, Intelligent Environments Limited, or an authorised service centre. The purchaser is responsible for all handling and shipping.

- 3.4 These warranties are limited and specifically exclude:

- damage caused by initial installation, or the removal and re-installation of the product
- damage caused by accidents or abuse, (including accidental damage due to natural disaster, or intentional damage such as vandalism)
- damage caused by misuse or modification of the product
- damage caused by use of unauthorised cleaning products or methods
- products used for any and all industrial processes
- missing accessories or components, or cosmetic damage to the product or accessories or components
- damage caused in shipping

- 3.5 All goods purchased from Intelligent Environments Limited whether online or otherwise are subject to the manufacturer's warranties only. We will pass on the benefit of those warranties to you the purchaser, without being directly liable to you under any warranty. The extent of the manufacturer's warranty is limited to the repair or replacement of the products and in no event will the manufacturer's liability exceed the purchase price paid by the original retail purchaser for the product.

- 3.6 A warranty service will be given to purchasers who have purchased the goods directly from Intelligent Environments Limited and have cleared accounts

in accordance to their credit terms. You will be required to return the product to us or to our authorised representative at your cost. We reserve the right to withhold warranty service if your credit account is in arrears.

4. What do you warrant?

6.1 You warrant that all technology, technical information and technical data received directly or indirectly from us under our agreement are intended solely for your use, or for the use of your customers in New Zealand or Australia.

6.2 You agree that the goods will not be exported to any other country without first obtaining our approval in writing.

5. What happens if there is a problem with our order?

5.1 Where goods appear to be damaged or missing, you must make this known to the Carrier and you must contact Intelligent Environments Limited immediately.

5.2 You must notify us in writing of shortage in a delivery or damaged items in a delivery within 3 days of receipt of that delivery, providing a copy of your original purchase information (invoice etc). If no notification is received within the timeframe it is agreed and accepted by the parties that the goods were delivered and received correctly and in good order.

5.3 Goods for return will only be accepted if we have consented in writing. Any goods returned without our consent will be sent back to the purchaser at the purchaser's expense.

5.4 If you believe the goods to be **faulty**, they must be returned to us in acceptable packaging to protect the goods from further physical damage during transit. We may then, at our sole discretion, notify the manufacturer of the goods of any defect and/or request the manufacturer to repair or replace any defective goods.

5.5 If you want to **cancel** your order, a 20% re-stocking fee will apply and the goods returned for credit must be returned in their original condition and packaging and must be accompanied by a copy of your invoice. You are responsible for any costs incurred in returning the goods to us, or to our authorised agent. A credit will not be issued until the goods have been received, checked, and returned into store. Your credit (less the re-stocking fee) will then be processed for payment. Credits will not be issued for goods that have been damaged

5.6 Orders for indented goods cannot be cancelled.

6. What laws govern the terms and conditions?

6.1 These terms and conditions are governed and interpreted in line with the laws of New Zealand.

6.2 Our failure to enforce any of these terms and conditions does not amount to a waiver of our rights and will not prejudice us to use any right or remedy in the future.

6.3 You will not assign (allocate someone else) any of your rights or obligations under these terms and conditions without our written consent.