

Schedule of Further Terms of Agreement NZ Rockshops

1. Refund Policy

We do not have to provide a refund if you have changed your mind about a particular purchase, so please choose carefully. If the goods are faulty, we will meet our obligations under the Consumer Guarantees Act to provide a remedy.

2. Layby Terms & Conditions

All Terms and Conditions of the Layby Sales Act 1971, and Amendments, apply to the following Layby Sale Agreement. Conditions listed are simply designed to disclose, in plain language, the Layby Sale Agreement you are entering into.

YOU MUST:

1. Pay a Deposit amount of at least 25% to commence the Layby; and
2. Complete the Layby Term within 3 months; and
3. Make regular payments on the Layby during this term; and
4. Obtain a receipt / invoice with every transaction (payment): ensure you keep these secure IF YOU:
Do not complete the Layby Sale Agreement in full by the completion date, or decide to cancel the Layby Sale Agreement before the sale is completed, there may be deductions of selling costs from the amount paid by you.

a) Cancellation by Customer

Selling Costs (as defined by the Act) may be deducted up to, and including, the following:

- i. Administration costs for cancellation calculated as a one-off \$10 refund administration fee and \$5 fee per transaction (payment)
- ii. Storage, Insurance and Handling Costs at \$1 per day until the Layby is terminated by either party
- iii. Loss of Value, calculated as the difference between the value of the Goods when placed on Layby and the expected selling price on cancellation. (NB: "Loss in Value" may not apply if cancellation is within ONE month of establishment)
- iv. Credit card fees if appropriate

b) Cancellation by Store

If the Layby Sale Agreement is breached, and you have not contacted the Store, the Agreement may be terminated:

- i. You will be advised, in writing, before the Layby Sale Agreement is terminated; and
- ii. You will have 7 days to complete payment in full; or
- iii. The Agreement will be cancelled, Goods returned to stock with any refund calculated as above.
- iv. All refunds are paid by Direct Debit to your nominated bank account; or you may request a Cheque payment (issued by the Vendor's Head Office); or a Store Credit may be requested.

* The Branch Manager or Senior Management Team may utilise discretion on all these requirements: they are the only personnel authorised to do so. If you have a concern regarding any of the listed terms, or the status of your Layby Sales Agreement, talk to them first

3. Non Refundable Deposit Terms & Conditions

If the Purchaser requests non-stock, specialist or individually specified Goods, any Deposit moneys paid will be non-refundable. (Refer also 1. "Refund Policy")
A specific order request is a Contractual Arrangement to order and purchase equipment from the Vendor. The following Terms & Conditions apply.

a) The Purchaser acknowledges:

- i. The goods have been ordered specifically and especially on my behalf on my personal request; and
- ii. The deposit payable for this special order is non-refundable; and
- iii. A receipt will be issued for the non-refundable amount; and
- iv. An indication of likely delivery time will be given. This is an indication only and is not a guarantee of delivery on a specific date. While the Vendor will take all reasonable steps to ensure prompt delivery, the Vendor can not be held responsible for any delay in the special order, manufacturing, freighting and / or supply processes.
- v. As per normal accepted business practice, until the Purchaser has paid all moneys owed that are due under this Agreement, ownership of the Goods remains with the Vendor and does not pass to the purchaser, either wholly or in part.
- vi. Any balance outstanding at time of delivery is payable immediately. Failure to meet this term will forfeit any deposit paid.

b) The Vendor acknowledges:

- i. That all obligations under the Consumer Guarantees Act 1993 and the Contractual Remedies Act will be met; and
- ii. That the Vendor will take all reasonable steps to ensure prompt delivery, the Vendor can not be held responsible for any delay in the special order, manufacturing, freighting and / or supply processes.

4. Warranty Terms & Conditions

"All NEW equipment is warranted by the Vendor to be free of defects in materials and workmanship for a period of TWELVE (12) months from, and after, the date of original retail purchase, subject to the Limitations, Terms and Conditions contained in this warranty."

1. This Warranty is extended to the original purchaser only and is NOT transferable to subsequent owners.
2. Proof of Purchase is a condition precedent to Warranty coverage: retain this document.
3. All matters involving this Warranty and its applications MUST be referred to the Vendor. Under no circumstances will the Manufacturer deal directly with any matter involving the warranty of any equipment.
4. Coverage Period
 - a) NEW items are covered by the full Twelve (12) month warranty subject to the limitations contained in the Warranty; and
 - b) USED items are covered for Ninety (90) days, subject to the limitations outlined in the Warranty with the specific exclusion of valves, speakers, meters and crossfaders which are NOT covered by Warranty.
5. Warranty Does NOT cover:
 - i. Transportation costs or damage that may occur during shipping. Shipment of the Goods to the Vendor, or designated service agent, is the responsibility of the Purchaser and should be fully insured
 - ii. Strings, tonal characteristics, normal wear and tear, damage to the finish for any reason
 - iii. Damage or deterioration of the product resulting from accident, misuse or neglect
 - iv. Product that has been modified or altered in any way, nor any product whose serial number has been modified, altered or is illegible
 - v. Replacement components, or repaired assemblies, installed under the terms of the warranty are warranted only for the remaining portion of the original warranty (Valves, meters and crossfaders, in new equipment, are excluded from this warranty and are covered by a Ninety (90) day limited warranty; excepting where the item is used and no warranty applies)
6. Limitations to Vendor Liability:
Under NO circumstances will the Vendor be liable for
 - i. Damages based on inconvenience, loss of use of the product, loss of time, interrupted operation or commercial loss; and / or
 - ii. Any other damages, whether incidental, consequential or otherwise, excepting damages/claims that may not be excluded under applicable law.
7. Any implied Warranties for product, including warranties of merchantability and fitness for a particular purpose, are limited in duration to the length of this warranty, except to the extent to which relevant legislation applies to the sale of this product and the rights thereby conferred are incapable of exclusion.
8. The Vendor's liability, for any product deemed to be defective, is limited to repair or replacement of the product.
9. Users who wish to service their own units, do so at their own risk: This will void any warranty, express or implied.

NB: Goods purchased for Business uses are NOT subject to the Consumer Guarantees Act 1993. This includes – but is not limited to – Schools, Churches, Hospitality Industry, Professional Musicians*, Studios and any other Institutional purchases. This exclusion also applies for goods purchased for resale or for use in repairs. The explicit written Rockshop or manufacturer's warranty then applies.
(* Professional Musician: defined as any musician paid for any performance of any nature)

5. Acceptance of Quote

Any Quotation supplied by The Rockshop is accepted on the following provisos, unless specifically indicated otherwise in the Quote Document.

1. A deposit of 50% is required to secure the equipment for the Quotation.
2. If the goods require special ordering, you will be advised and asked to authorise / sign a "Customer Order" form. The deposit may be non-refundable and subject to the terms and conditions contained in that agreement (see: Non Refundable Deposit Terms & Conditions).
3. The total balance is payable on delivery / collection / installation. (whichever applies)
4. The balance will be invoiced: this will be subject to all applicable terms and conditions.
5. All Quotations are valid for a period not exceeding 14 days: prices, specifications and options may vary if availability changes during this time and no deposit has been paid.
6. Prices include GST unless specifically indicated otherwise.

6. Terms Of Trade Agreement: General

1. Account Establishment:

The Vendor's Head Office will approve initial accounts. Any Account will have an imposed and agreed credit limit. This may be reviewed in 6 months during which time activity and payment performance will be monitored.

- i. You MUST supply details of the business' Accountants and Solicitors; and
- ii. You MUST supply details of 2 suitable trade references.

2. Order Numbers / Authorised Approval Documentation:

1. All orders need to be placed with an official Order Number, or otherwise sanctioned, on Authorised Approval Documentation by specified personnel and signed off by the Financial Controller.
ii. Orders will NOT be accepted without an order number or formal authorised approval. Personnel placing orders on account may be required to produce suitable identification to prevent fraudulent use of the account.
iii. A Director / Trustee / Shareholder or Senior Representative (whichever applies) is required to personally sign for each order taken: This is taken to mean a *personal guarantee of payment*.

3. Sales Documentation:

- i. All sales are required to be invoiced, regardless of amount.
- ii. A packing slip will be supplied with all orders; the original invoice will be posted through for payment.

4. Payment is due on invoice: unless specifically arranged otherwise.

i. Payment is preferred by Direct Debit or Business cheque. Personal cheques are not accepted.

5. Ownership and Possession:

Until the Purchaser has paid all moneys owed that are due under this agreement
i. Ownership of the Goods remains with the Vendor and does not pass to the purchaser, either wholly or in part; and
ii. The Purchaser shall not sell, transfer, charge, mortgage, pledge, hire or give up possession of the goods (or attempt to do any of those things), or otherwise do anything which might threaten the Vendor's ownership of the goods, or the Vendor's rights to reclaim possession of them.

6. Purchaser's Default:

a) In the event that the Purchaser becomes bankrupt, or shall make an assignment to, or arrangement with, creditors, OR fails to pay any monies due under this Agreement, or otherwise fails to observe any term of this Agreement, or shall allow a judgement or order against the purchaser to remain unsatisfied, the Vendor may:

- i. By notice to the Purchaser, cancel this Agreement, in which case all outstanding moneys due to the Vendor shall immediately become payable (whether they are, at that time, payable or not); and/or
- ii. Enter the premises where the goods are held and repossess and sell the goods in accordance with the provisions of the Credit (Repossession) Act 1997; and/or
- iii. Make lodgement of such default with all credit reporting agencies in Australasia

b) All costs, including legal costs of the Vendor of, and incidental to, exercising its rights under this clause, and Agreement, shall be payable by the Purchaser and may be recovered by the Vendor as a debt due. In addition, the Purchaser indemnifies the Vendor against all actions, claims, costs, damages or losses resulting from the Vendor's exercise of its rights under this clause, provided that, where applicable, the Vendor exercises such rights in accordance with the provisions of the Credit (Repossession) Act 1997.

c) For the purposes of this Agreement "The Purchaser" means the Purchaser of the Goods and includes each and every person named as the Purchaser and the Purchaser's executors, administrators, authorised agents, successors and assigns.

7. Repossession:

In addition to the rights to repossess the goods upon the Purchaser's default in accordance with clause 6, the Vendor shall also have the right to repossess the goods at any time without notice, where the Vendor has reasonable grounds to believe that the goods have been, or will be, destroyed, damaged, endangered, disassembled, removed or concealed contrary to the provisions of this Agreement and in accordance with section 8(2) of the Credit (Repossession) Act 1997.

8. Additional Costs:

- a) should:
 - i. The Purchaser fail to perform any obligation the Purchaser has under this Agreement; or
 - ii. The Vendor considers it necessary to incur any costs (whether in relation to the issuing of payment reminder or default notice letters, repossession, repair or maintenance of the Goods, or in the bringing of legal proceedings against the Purchaser or otherwise) in order to protect its interest under this agreement; then the Vendor may perform that obligation or incur those costs (including, but not limited to, legal costs on a solicitor / client basis) the costs of which are then repayable by the Purchaser to the Vendor upon demand by the Vendor.
- b) Without limiting the subclause a) the Vendor may charge the Purchaser with such reasonable fees as the Vendor sees fit for the issuing of notices, or the taking of any steps required as a result of the Purchaser having defaulted under this Agreement.

9. Default Interest:

If the Purchaser fails to pay any instalment, or other payment due under this Agreement on the date it falls due, the Purchaser shall pay interest at the rate calculated as 2.5% per month on such amount from the due date to the date of actual payment.

10. Carrier Loss or Damage:

- a) In case of Loss or Damage in shipment:
 - i. All equipment is examined and is in perfect condition when packed. Packaging is in accordance with the standards of the Carriers used.
 - ii. Loss or Damage sustained has occurred in transit. Hold all packaging, advise us and claim against the Carrier within 5 days. WE ARE NOT LIABLE
- b) Returns:
 - i. If goods are returned, you are responsible for them until received by us.
 - ii. You are advised to use insured post or send with a Carrier who has adequate cover in case of loss.
 - iii. Freight is not refundable, notwithstanding any rights conferred by the Consumer Guarantees Act 1993.

Date: ___ / ___ / ___

Customer Signature: _____