



# General Terms of Business

## Introduction

21/01/94

In the absence of other written terms (or contractual conditions) the following general terms and conditions of business shall apply in respect of goods **manufactured** by CASA Modular Systems. Goods of other manufacture are subject to the terms and conditions of our individual suppliers details of which can be provided upon request.

**QUALITY** - All goods manufactured by **CASA** are deemed to be suitable for the purposes for which they are designed, will perform within practical engineering limits and the specifications described on **CASA's** published literature.

**WARRANTY** - Within a period of 12 months from the date of supply, any goods which prove to be defective will be repaired or replaced **FREE OF CHARGE** (fair wear and tear accepted). CASA's liability is limited to one of the following :-

- i) the repair (by our staff on our premises, or by our duly appointed agent) or:-
- ii) the replacement with new or substitute goods or (failing the availability of effective repair or replacement)
- iii) the refund of the current value of the goods, not exceeding the original purchase price.

Return, and/or, replacement of goods will be at the discretion of **CASA** and subject to inspection by us or our suppliers or an authorised agent.

**RETURNS** - Any goods returned under warranty must be accompanied by proof of purchase (copy of our invoice or sale docket), an adequate description of the fault, suitably packed and consigned **freight pre-paid** to our office.

**OWNERSHIP** - Until full payment is received, legal title to goods supplied resides with CASA Modular Systems (or its appointed Agents).

**PAYMENT** - Unless an "**Approved Credit Account**" already exists, payment in full must be made prior to delivery. (Applications for CREDIT TERMS require to be made on CASA's special form which will be supplied upon request)

**PRICES** - Published prices are subject to change without notice. Unless prices are established by written quotation the prices charged will be those in effect at the date of dispatch.

**GENERAL** - Should conditions arise which are not covered by the above, interpretation will be made according to current N.Z. Legislation.