Terms and Conditions

1. DEFINITIONS

i. ACLX Limited shall mean ACLX Limited, or any agents or employees thereof.
ii. Customer shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods or services from ACLX Limited.
iii. Goods shall mean all goods, chattels supplied by ACLX Limited to the customer and shall include any fee or charge associated with the supply of goods by ACLX Limited to the customer.
iv. Services shall mean all services provided by ACLX Limited to the customer and shall include without limitation the provision of all lighting systems, services and supplies, all charges for labor and work, hire charges, insurance charges, or any fee or charge associated with the supply of services by ACLX Limited to the customer.
v. Price shall mean the cost of the goods or services as agreed between ACLX Limited and the customer subject to clause 4 of this contract.

2. ACCEPTANCE

i. Any instructions received by ACLX Limited from the customer for the supply of goods or services shall constitute acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

i. We, the customer, authorizes ACLX Limited to collect, retain and use any information about the customer, or for the purpose of assessing the customers credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by ACLX Limited to any other party.
ii. The customer authorizes ACLX Limited to disclose any information obtained to any person for the purposes set out in clause 3.1.
iii. Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 2020.

4. PRICE

i. Where no price is stated in writing or agreed to verbally the goods or services shall be deemed to be sold at the current amount as such goods are sold or provided by ACLX Limited at the time of the contract.

ii. The price may be increased by the amount of any reasonable increase in the cost of supply of the goods or services that is beyond the control of ACLX Limited between the date of the contract and delivery of the goods or providing of the services.

5. PAYMENT

i. Payment for goods or services shall be made in full on or before the 20th day of the month following the date of the invoice, or on receipt of delivery of goods or the providing of the services, whichever is the earlier (the due date). A deposit may be required at the discretion of ACLX Limited.
ii. Discounts on invoices will only apply if paid by the due date.
iii. Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
iv. Any expenses, disbursements and legal costs incurred by ACLX Limited in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor fees or debt collection agency fees.
v. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instruments are paid in full.

6. QUOTATION

i. Where a quotation is given by ACLX Limited for goods or services:
ii. The quotation shall be valid for three months from the date of issue; and
iii. The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.
iv. Where goods or services are required in addition to the quotation the customer agrees to pay for the additional cost of goods or services.

7. RISK

i. The goods remain at ACLX Limited's risk until the delivery to the customer, but when title passes to the customer pursuant to clause 9.1 of this contract the goods are at the customers risk whether delivery has been made or not.
ii. Delivery of goods shall be deemed complete when ACLX Limited gives possession of the goods for delivery to the customer, or possession of the goods is given to a common carrier, or other bailee for the purposes of transmission to the customer.
iii. The time agreed for delivery shall not be an essential term of this contract unless the customer gives written notice to ACLX Limited making time of the essence.

iv. Where ACLX Limited delivers goods or provides services to the customer by installments and ACLX Limited fails to deliver or supply one or more installments the customer shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.

8. AGENCY

i. The customer authorizes ACLX Limited to contract either as principal or agent for the provision of goods or services that are the matter of this contract.
ii. Where ACLX Limited enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

9. TITLE

i. If the goods are ascertained and in a deliverable state, title in the goods passes to the customer when the customer has made payment for all goods supplied by ACLX Limited.
ii. Where the customer has not paid for any goods in its possession property in such goods shall remain with ACLX Limited and:

a. The goods shall be held by the customer as bailee; and

b. If the goods are attached, fixed, or incorporated into any property of the customer, by way of any manufacturing or assembly process by the customer or any third party, title in the goods shall remain with ACLX Limited until the customer has made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall deemed to be assigned to ACLX Limited as security for the full satisfaction by the customer of the full amount owing between ACLX Limited and the customer.

iii. The customer gives irrevocable authority to ACLX Limited to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. ACLX Limited shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.

10. RETURN OF GOODS

i. The customer shall be deemed to have accepted the goods unless the customer notifies ACLX Limited otherwise within 24 hours of delivery of the goods to the customer.
ii. No goods will be accepted for return by ACLX Limited without prior approval.

11. LIABILITY

i. Except as otherwise provided by statute ACLX Limited shall not be liable for:
ii. Any loss or damage of any kind whatsoever whether suffered or incurred by the customer or another person whether such loss or damage arises directly or indirectly from goods or services or advice provided by ACLX Limited to the customer and without limiting the generality of the foregoing of this clause ACLX Limited shall not be liable for any consequential loss or damage of any kind including without limitation any financial loss; and
iii. Except as provided in this contract ACLX Limited shall not be liable in contract, or in tort, or otherwise for any loss, damage, or injury beyond the value of the goods or services provided by ACLX Limited to the customer; and
iv. The customer shall indemnify ACLX Limited against all claims of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of ACLX Limited or otherwise, brought by any person in connection with any matter, act, omission, or error by ACLX Limited its agents or employees in connection with the goods or services.

12. CONSUMER GUARANTEES ACT

i. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from ACLX Limited for the purposes of a business in terms of section 2 and 43 of that Act.

13. WARRANTY

i. No representation, condition, warranty or premise expressed or implied by law or otherwise applies to goods or services except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
ii. ACLX Limited does not provide any warranty that the goods are fit and suitable for the purpose for which they are required by the customer and shall not be liable if they are not. Any warranties either expressed or implied are limited to the manufacturer's warranty.

14. CANCELLATION

i. ACLX Limited shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods or services to the customer if the customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy as defined in the Insolvency Act 2006.

ii. Any cancellation or suspension under clause 14.1 of this agreement shall not affect ACLX Limited's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the customer's obligations to ACLX Limited under this contract. All cancellations must be received in writing.

iii. ACLX Limited reserves the right to request a cancellation fee for any hires cancelled within the following timeline, and may adjust the fee within these guidelines on a case by case basis: cancelled within 30 days of hire - up to 20% of the hire as a cancellation fee; cancelled within 14 days of hire - up to 80% of the hire as a cancellation fee; cancelled within 24 hours of hire - up to 100% of the hire as a cancellation fee.

15. MISCELLANEOUS

i. The customer shall not assign all or any of its rights or obligations under this contract without the written consent of ACLX Limited.

ii. ACLX Limited shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

iii. Failure by ACLX Limited to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations ACLX Limited has under this contract.

iv. The law of New Zealand shall apply to this contract except to the extent expressly negatived or varied by this contract.

v. Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.

vi. If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

vii. Any dispute between the parties is to be dealt with in accordance with the Arbitration Act 1996.