

Terms and Conditions:

Payment

Payment terms are 50% deposit prior to production commencing and the remainder upon delivery.

Credit

Credit accounts are available to approved purchasers via completion of a credit application form. Payment for credit accounts is due on the 20th of the month following invoice.

Overdue Accounts

If payment is not received by the due date Konstruct Clothing shall be entitled to exercise the following:

- Charge interest of 2% per month or part thereof calculated on a daily basis from the due date on any outstanding balance.
- Withhold any deliveries or cancel undelivered orders.
- Cancel or halt production of any order.
- File suit for damages.

The customer shall, upon demand, reimburse Konstruct Clothing for any costs associated with recovery of payment.

Title

Title in all goods does not pass until payment has been received in full. Konstruct Clothing has the right to recover possession in the event of payment default.

Change of Ownership

The customer undertakes to advise Konstruct Clothing of any change of ownership of the customer while payment is outstanding.

Default

Should the customer default or be placed in receivership, wound up, declared bankrupt, or otherwise become insolvent, then in addition to any other rights Konstruct Clothing has, Konstruct Clothing may demand immediate payment of all amounts then unpaid. Any expenses incurred by Konstruct Clothing in recovering outstanding monies, including debt collection fees and legal fees shall be recoverable from the customer.

In the event of default the customer authorises Konstruct Clothing and its agents to supply and disclose appropriate information relating to the customer in order to obtain payment. The customer may access and correct this information.

Refusal to Supply

We reserve the right to refuse to supply customers who have unacceptable payment habits, provide fraudulent information or frequently exceed their credit limit. We reserve the right to refuse to supply products which are objectionable in nature, obscene or derogatory. We will not manufacture products which breach copyrights or trademarks. The customer indemnifies Konstruct Clothing in respect of any and all claims and/or expenses arising out of any illegal or defamatory matter or breach of statute or infringement of intellectual property.

Quotations

Quotations are valid for 30 days and are subject to variation. Some costs are unknowable until production takes place (for example, the number of stitches in a monogram or additional artwork requirements). While we endeavour to bill on quotations, variations are possible. Unless specified on our invoice, all prices are exclusive of Goods and Services Tax, freight costs and insurance charges all of which you must pay.

Confirmation of Orders

We reserve the right to require signed order confirmation. Such confirmation, along with these terms and conditions, will form the basis of the contract between Konstruct Clothing and the customer.

Corrections

Corrections required after the first proof which are not the fault of Konstruct Clothing may incur additional cost.

Verbal Instructions

All instructions must be made in writing. Konstruct Clothing will not accept liability for errors or omissions arising as a result of misinterpretation or miscommunication of verbal instructions.

Colours

Konstruct Clothing will endeavour to match colours as closely as possible but cannot guarantee exact accuracy.

Proofing

It is the customer's responsibility to check proofs for errors and omissions. It is recommended that customers check spelling and wording carefully.

Electronic Files

Konstruct Clothing is not responsible for the retention of original electronic files. It is recommended that customers backup all artwork files. Konstruct Clothing reserves the right to charge for any additional work required to translate, edit or utilise customer supplied files.

Liability

Konstruct Clothing makes no representation and gives no assurance, condition or warranty of any kind to the customer in relation to any goods or services supplied to the customer and accepts no liability for any assurance, condition, warranty, representation, statement or term not expressly set out in these terms of trade or other writing given by Konstruct Clothing to the Customer (including any assurance, condition or warranty implied by law except to the extent that such cannot be excluded). Where the Customer is acquiring the goods or services for business

purposes, the Consumers Guarantee Act 1993 shall not apply. Konstruct Clothing will not be liable for any indirect or consequential loss or damage of any kind occasioned by errors in the work or delay in delivery. Konstruct Clothing shall not be responsible for any delay, default, loss or damage due to industrial disputes, accidents, acts of God, equipment failure or mischievous damage or other cause beyond Konstruct Clothing's reasonable control. No warranty is given or responsibility accepted by Konstruct Clothing to ensure that goods produced comply with the requirements of any legislation relating to the marking and/or labelling, and/or packaging of goods. Compliance with any such legislation is the Customer's responsibility.

Delivery

While Konstruct Clothing will endeavour to supply by agreed times no guarantee is made unless done so expressly in writing.

Claims

Goods in transit can be insured upon request (at additional cost). If goods are damaged in transit the customer must retain all packaging and notify both the courier and Konstruct Clothing immediately. In the event that the goods are not dispatched as specified in the order confirmation form Konstruct Clothing will resupply or otherwise make amends. It is a condition of resupply that faulty goods are returned to Konstruct Clothing at our expense. In no circumstances whatsoever will Konstruct Clothing be liable for consequential losses suffered by the customer and/or any third party.

Returns

Because goods are made specially to order they cannot be returned. In the event that, at Konstruct Clothing's discretion, goods are accepted for return, such return will be subject to a handling fee. All goods returned must be in unworn condition and returned within 30 days (at the customer's expense). Goods that satisfy all of these conditions can be returned for a full refund (less handling fee).

Risk

The risk in the goods passes to the customer upon delivery. The customer is obliged to insure the goods from the time of delivery until payment is made.

Consumer Guarantees Act 1993

This section applies only to New Zealand consumers. Where goods are provided for personal purposes the Consumer Guarantees Act 1993 applies. Where goods are provided for business purposes the provisions of the Act are expressly excluded.

The Privacy Act 1993

We take your privacy seriously. Your information gathered may be used or disclosed for the purpose of administering contracts and enforcing Konstruct Clothing's rights, marketing goods and services offered by Konstruct Clothing, ascertaining suitability for credit of the customer, notifying debt collection agencies or similar organisations of default by the customer and enabling contact with the customer. The customer has the right to obtain access to personal information held by Konstruct Clothing. The customer authorises Konstruct Clothing to obtain all and any information considered relevant in determining the suitability of the customer for credit or in order to perform any purpose for which the customer has provided personal information to Konstruct Clothing. The customer authorises such third parties to release relevant personal information held by them.

Personal Guarantee

If the customer is a company or trust, the director(s) or trustee(s) signing this contract grant in consideration for Konstruct Clothing agreeing to supply goods and grant credit, also sign in their personal capacity and jointly and severally personally undertake as principal debtors to Konstruct Clothing the payment of any and all monies hereafter owed by the customer to Konstruct Clothing and indemnify Konstruct Clothing against non-payment by the customer. Any personal liability of a signatory hereto shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereafter.

Changes

Changes to this policy will be posted on our website. Changes are effective as at the date of publication on the website and all orders placed after that event will be subject to the revised terms and conditions.

Disputes

In the event of dispute the parties shall negotiate in good faith to settle the dispute. If the dispute is not resolved in 21 days from the commencement of negotiation then the parties may agree to refer the dispute to mediation. In the event that mediation is unsuccessful or the parties cannot agree to go to mediation then the dispute will go to arbitration. Arbitration is a precondition to any action at law. Nothing shall prevent either party obtaining an injunction or restraining order maintaining the status quo pending completion of arbitration.

Waiver

Konstruct Clothing shall not be deemed to have waived or varied any of the provisions of these terms and conditions or any right or remedy which it may have unless such a waiver is in writing. No waiver of breach shall be deemed to be a waiver of any other breach or further breach.

General

These terms and conditions form the basis of all contracts involving the supply of goods by Konstruct Clothing. These terms and conditions prevail over the customers own. In the event that any part of this contract is invalid or void or illegal or unenforceable then it is severed from the contract insofar as it is invalid or void or illegal or unenforceable and the remainder remains intact without prejudice or impairment.