

Airway Management Asia Pacific Limited (AMAPL)
Terms of Trade (New Zealand)

1. **Interpretation:** In these Terms of Trade, references to “the customer” are to AMAPL’s customer rather than to end-users of the goods.
2. **Quotations:** Unless otherwise stated a quotation shall:
 - a. remain open for acceptance for 14 days from the date of the quotation and is thereafter deemed to have been withdrawn; and
 - b. be exclusive of goods and services tax, which shall be payable in addition to the quoted price.
3. **Terms of Trade:** Provided that AMAPL has brought these Terms of Trade to the attention of the customer, any order made by the customer thereafter shall be deemed to be an acceptance of these Terms of Trade, regardless of any terms submitted by the customer.
4. **Delivery:** While AMAPL will endeavour to deliver goods in accordance with agreed timeframes, it will not be liable to the customer if delivery is delayed.
5. **Price:** Unless otherwise agreed, the price for the goods is the price in the relevant AMAPL quotation. Reasonable delivery costs will be charged in addition.
6. **Payment:** Payment is due in full by the 20th day of the month following the month of delivery.
7. **Interest for late payment:** If payment is not received by the due date, the customer will be liable for interest at the rate of 10% per annum calculated on a daily basis. This shall be payable on any monies outstanding from the date payment was due until the date payment is received by AMAPL, but without prejudice to AMAPL’s other rights or remedies in respect of the customer’s default. The customer shall also be liable for AMAPL’s reasonable debt recovery costs.
8. **Risk and ownership:** The risk of loss or damage to goods supplied by AMAPL shall pass on delivery to the customer. Ownership shall pass upon payment in full of the applicable price.
9. **Compliance in relation to medical devices:** The customer shall comply with all laws relating to the supply of medical devices in New Zealand and the Medical Technology Association of New Zealand Code of Practice. The customer will maintain, and make available to AMAPL on request, records of the supply of the goods so that in the event that recall or corrective action is required, it can be determined which end-users have potentially been supplied with defective goods. The customer will comply with all Privacy Act requirements in relation to such information.
10. **Trademarks:** The customer shall not alter or remove any manufacturer trademarks or other labelling on the goods and nothing in these Terms of Trade shall grant the customer any right, title or interest in the manufacturer’s trademarks.
11. **Warranty:** AMAPL warrants that it will repair or make good any defects in materials or workmanship if written notice of the defect is received within 90 days of delivery. However, no claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by AMAPL, or if the defective goods have been modified or incorrectly stored, maintained or used. The customer shall be responsible for the cost and risk of shipment of the defective goods to the place specified by AMAPL. Except as required by the laws of New Zealand, AMAPL makes no other warranties with respect to the goods.
12. **Limitation of liability:** AMAPL’s liability to the customer, pursuant to these Terms of Trade or otherwise, shall not exceed the amount of the order in relation to which any claim by the customer is made. AMAPL will not be liable to the customer for any loss of profits, goodwill or opportunity or for any indirect or consequential loss or damage, however caused.
13. **Default:** Without prejudice to any other remedies AMAPL may have, if at any time the customer is in breach of any obligation to AMAPL (including those relating to payment), customer becomes insolvent or in the opinion of AMAPL will be unable to make its payments as they fall due, AMAPL may suspend or terminate the supply of goods to the customer and any of its other obligations under these Terms of Trade and cancel all or any part of any order that remains unperformed.
14. **Consumer Guarantees Act:** The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods from AMAPL for the purposes of a business in terms of section 2 and 43 of that Act.
15. **Law and jurisdiction:** These Terms of Trade will be interpreted in accordance with the laws of New Zealand, and the courts of New Zealand will have exclusive legal jurisdiction over any dispute in relation to the goods supplied by AMAPL or these Terms of Trade.