



TERMS AND CONDITIONS

Terms and Conditions Of Sale Daneunder Workwear

These terms and conditions together with the Company's confirmation of order (if any) and the provisions of a quotation (if any) shall constitute the contract between the Company and the Customer for the sale and purchase of goods and services. "Company" refers to Daneunder Limited trading as Daneunder Workwear. "Customer" refers to any Individual or Company who enters into agreement to purchase as outlined in the Terms set out below

1. PRICE

- a) Unless otherwise stated all prices quoted are inclusive of Goods and Services Tax (the gst price is also noted) Any insurance/freight/handling charges are in addition to the quoted prices.
- b) The Company reserves the right to revise its prices at any time and will update the Website accordingly.
- c) The prices quoted may be revised by the Company subsequent to accepting an order in the event of any occurrence affecting delivery caused by War, Government action, variation in customs duties, increased shipping charges, and any other matter beyond the control of the Company. In this case the Customer shall have the right to withdraw its order.

3 PAYMENT

- a) Unless the Company agrees in writing that a Customers payment terms shall be those contained in paragraph (b) below, payment for all orders placed by a Customer shall be due upon the Customer receiving an Invoice; and in any event, must be made before the goods or services to which the order relates are released by the Company. Invoices are generally payable within 7 days. The Company reserves the right to cancel any Orders not paid within 7 days if the item ordered if required to fill another unrelated Order.
- b) All accounts, other than accounts to which paragraph (a) above relates, are payable on the 20th of the month following delivery of the goods to which the account relates.
- c) The Company reserves the right to charge a Penalty payable on all amounts not paid when due for the period from due date until actual payment. Any such penalty would be at the Company's current bank interest rate plus 3%, such interest to be chargeable on a daily basis from the due date for payment until the time of actual payment.
- d) The customer will upon demand pay to the Company all moneys (including but not limited to collection costs & fees, solicitors costs, Court costs and disbursements) incurred or expended by the Company in recovering payment of any overdue account.

4 DELIVERY/COMPLETION

- a) The company will use all reasonable endeavours to deliver the goods within 5 working days of payment being received as per the terms set out in 3(a) above. If for any reason whatsoever delivery/completion shall not take place or be delayed then the Company shall not be responsible for any loss whatsoever sustained by the Customer or any other person.

The Customer shall not be entitled to cancel the contract as a result of delays in delivery/completion arising out of any cause beyond the Company's control.

- b) The Company will use its best endeavours to fulfil the orders specified in the Company's order and reserves the right to cancel any order relating to any item or items of goods which in the opinion of the Company it is impractical or uneconomic to produce or supply.
- c) Delivery will be arranged by the Company through our Partner [PBT Couriers](#) unless otherwise agreed at flat rates as follows:
 - FREE Shipping for orders valued at \$200 or more.
 - SOUTH ISLAND \$ 9.00 for orders that are less than \$200 in value.
 - NORTH ISLAND \$12.00 for orders that are less than \$200 in value.
 - RURAL DELIVERY \$ 6.00 in addition to the above base rates.
 - LOCAL PICK UP FREE from our Showroom at 67 High Street in Renwick.

When placing an online order, the shipping cost will be automatically calculated at checkout.

5 RISK AND TITLE

The risk in goods supplied by the Company to the Customer shall pass to the Customer upon delivery but ownership in the goods shall not pass to the Customer until the Customer has paid for the same in full. Receipt by the Company of any cheque or other form or promissory or conditional payment shall not be deemed payment until the same has been cleared and honoured and until such time shall not prejudice the Company's rights, powers or remedies against the Customer.

6 LIABILITY

- (a) In the case of any claims arising from original defects caused from faulty workmanship or materials in any goods manufactured by the Company under proper and normal conditions of use; the Company will at its option replace or give credit all goods sold only if the following terms are met;
 - (i) The terms of payment have been promptly complied with.
 - (ii) Claims must be received or despatched by mail to the Company within 7 days after delivery of the goods.
 - (iii) In the case of defective goods, claims must specifically identify the defect and where possible be accompanied by the defective goods.
 - (iv) In the case of the item of clothing being on processed by printing, embroidering or any other process, no claim will be recognised for the cost of this additional process unless the defect could not reasonably be discovered until after this process was completed.
- (b) In the case of material, parts or components not manufactured by the Company the Company's liability shall be limited to using its best endeavours to transmit the benefit of the manufacturer's warranties to the Customer.

- (c) In no case will the Company be liable for indirect or consequential loss or damage of any kind arising from defective workmanship or materials negligence or otherwise howsoever.
- (d) Regardless of the legal basis of any claim made against the Company in no case shall the extent of the Companys liability under that claim exceed the original contract price payable for the goods supplied by the Company which gave rise to that claim.

7 STATUTORY GUARANTEES

- (a) Where the Customer is acquiring goods or services for the purpose of using them in Business (in terms of Section 43(2) of the Consumer Guarantees Act 1993) then the Customer agrees not to assert or attempt to assert any right or claim against the Company under the provisions of that Act.
- (b) No warranty (whether express or implied by law or otherwise) is given in respect of items of apparel which have been designated "seconds" or "specials".
- (c) Shade matching and design reproduction will be within normally accepted commercial tolerances.

8 RETURNS

All sales are final. All returns require prior authorisation from the Company however:

- a) Goods can be returned within 14 days if the customer orders the wrong size or otherwise choses to return the item. In this case the customer must advise the Company within 7 days of the intent to return – goods must also be received with original tags and packaging and in unused condition in which case the Company is happy to provide a full refund.
- b) Should the Customer feel an item is defective or faulty they must notify the Company within 7 days and return the item within 14 days. The Company reserves the right to inspect the item for defects/faults – any items deemed to be defective or faulty by the Company will be either replaced or fully refunded. (Please also see 6 a) above.
- c) The Company cannot accept responsibility for any defects or damage arising out of the Customer not following the care label instructions including laundering guidelines.
- d) Embroidered or printed items are non-refundable unless deemed to be defective.

9 COPYRIGHT

Where the Company prints or Embroiders any logo or artwork at the request of a Customer on goods ordered by the Customer then, the Customer shall be solely responsible for any breach of copyright or intellectual property right in the work or subject matter reproduced and will indemnify the Company against all claims in respect thereof including all demands, proceedings, damages, costs, expenses and liabilities however arising in respect of infringement and/or breach.