

ORDER FORM

FlexiTunnel

Name

Bill to

Company

Phone

Cellphone

Ship to

Fax

Email

I / we order the following FlexiTunnel:

Cost of FlexiTunnel (excl GST)

LENGTH

Other

GREENHOUSE

Door / Window

Freight added (excluding GST)

GREENHOUSE

Door / Door

Total excluding GST

CALF TUNNEL

With complete yards

GST @

CALF TUNNEL

Tunnel only

Total ammount of payment

Order number

Date

Signed

Please tick payment method:

Cheque enclosed

By telephone or Internet Banking to

FlexiTunnel a/c. no. 38 9002 0500069 00

Email: info@flexitunnel.co.nz Fax: 03-322 4961 Postal address: PO Box 33270, Christchurch 8244

Terms of Trade and conditions.

1. **Price**
 - 1.1 The prices on the Price list and Order Form are those in effect at this time and will not expire for a minimum of 28 days but are otherwise subject to change without notice.
 - 1.2 Unless otherwise stated the purchase price is exclusive of GST.
2. **Payment Terms**

All goods must be paid in full and cheques cleared before dispatch takes place.
3. **Delivery**

All goods will be dispatched within 7 working days after receiving payment.
4. **Freight**
 - 4.1 All goods are freight ex-Store.
 - 4.2 Freight can be organised by FlexiTunnel according to the Customers instructions and is dispatched via Limited CarriersRisk. Ensure that any documents are endorsed when received if damage is at all suspected, as liability is the Customer's and carrier's and is not that of FlexiTunnel.
5. **Goods for return**

No goods shall be returned to FlexiTunnel unless the Customer first obtains written consent to such return, and this consent must be sought by the Customer within a reasonable period of the goods having been delivered to him. When Flexitunnel does accept the goods for return the cost for the return shall be to the Customer account and FlexiTunnel may in addition charge to the buyer a handling fee.
6. **Effective Date**

The agreement shall be effective and binding in case of the Customer when the Order Confirmation has been signed and in the case of FlexiTunnel when payment has been received and funds cleared.
7. **Risk of Loss and Title**

Risk of loss or damage and title to the goods shall pass to the Customer on dispatch.
8. **Limitation of Liability**

In so far as the Customer may, notwithstanding the clauses in the Order Confirmation, have any claim for damages against FlexiTunnel at law the same shall not include damages for indirect or consequential loss of any kind which the Customer hereby acknowledges and agrees are not reasonably foreseeable and if liable to result from failure of the goods shall be restricted to the purchase price of the goods or the loss or damage suffered (determined in accordance with the principles of common law) which ever shall be the lesser.
9. **Force Majeure**

Neither party will be liable in delays in performing obligations or for failure to perform obligations if the delay or failure results from any of the following, Force Majeure, Act of God, any Government act, fire, explosion, accident, industrial dispute, impossibility of obtaining materials or anything beyond the parties control and which is not preventable by reasonable diligence on its part.
10. **Warranty**

All goods are guaranteed to be free of faulty workmanship and within the stated specifications. Any Warranties or conditions, statutory or otherwise, as to the goods quality or fitness for any purpose are excluded.