

Terms and Conditions

These terms and conditions apply to the supply of all goods sold by Offshoot (NZ) Ltd to the customer, unless otherwise agreed in writing by the company.

1. Sales and Purchase

1.1 Your placement of an order with us ("Order") constitutes an offer by you to purchase goods from us on these terms. The Order is placed when it is submitted to us.

1.2 The Order is accepted only when we notify you that we accept your Order. For example, we might notify you that we accept your Order by sending you an e-mail stating this or displaying a confirmation on our website. Delivery of goods constitutes notice of our acceptance of the order.

1.3 If we accept the Order, a binding contract between you and us will arise on these terms (the Contract). The Contract may be amended only by written agreement between us and you.

2. Price and price variation

2.1 Prices quoted are excluding GST unless otherwise stated. Unless otherwise agreed in writing, the price of the goods will be the current price on the day of order. We may change our prices from time to time without notice. Prices do not include any delivery fees. We are entitled to charge a delivery fee, which will be calculated by reference to the goods purchased and the post code of the address stated in the Order.

2.2 Offshoot shall be entitled to adjust any price quoted from time to time and the Customer agrees to pay any such adjusted price to take account of variations in the cost to Offshoot of carrying out the whole or any part of the contract arising from any of the following:

- a) delays in delivery of the goods or any of them as a result of instructions or lack of instructions from the Customer, the Customer's failure or inability to fulfil the obligations under the contract or any action or inaction by the Customer or other circumstances beyond Offshoot's control;

- b) variation in the cost of Offshoot acquiring the goods directly or indirectly, on account of changes in rates of freight and transport costs, insurance, customs duties, taxes, existing tariff classifications or any variation in currency exchange rates;
- c) variations in the cost of rates of all statutory, government or local government or governmental authority charges and obligations; or
- d) any correction of errors or omissions on the part of Offshoot or any of its representatives.

3. Payment

3.1 Offshoot reserves the right to suspend delivery of further goods if the terms of payment are not strictly adhered to by the Customer.

3.2 Interest may be charged on overdue accounts at a rate of 2.5% over bank rate.

3.3 Any expenses, costs or disbursements incurred by Offshoot in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer.

3.4 You must pay us any fees or costs imposed on us if any payment you make to us is dishonoured or reversed.

4. Delivery

4.1 Offshoot shall deliver the goods to the address stated on the order or as agreed by Offshoot in writing.

4.2 Offshoot shall deliver the goods by such carrier and such form of transport Offshoot consider to be appropriate.

4.3 The Customer agrees to inform Offshoot within 14 days of the date of invoice if proof of delivery is required. After this period, no liability will lie with Offshoot for proof of delivery.

4.4 Offshoot will not be responsible for any part delivery or delay in delivery of the goods as a result of events occurring beyond Offshoot's control. Offshoot shall not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.

5. Return of Goods

5.1 Subject to clause 10.1, Offshoot will not accept the return of goods for credit or any other purpose unless Offshoot agrees to accept the return of the goods and advise the Customer a return advice number prior to the return of goods. Return of goods will only be accepted for credit within 14 days of delivery, unless due to Offshoot's error. Offshoot reserves the right to charge for returned goods, excepting for when there has been an error on Offshoot's part.

5.2 No returned goods shall be accepted by Offshoot (even if Offshoot agree to do so) if they have been tampered with by you or any other person and are not as new, if they are goods expressly sold on a non-return basis. Where goods are returned to Offshoot but not accepted as above, they shall be returned to you at your expense.

5.3 Receipt by Offshoot or by any of our agents or representatives of any goods returned shall not constitute nor be deemed to constitute Offshoot's acceptance of the return of the goods for credit or any other purpose.

6. Risk

6.1 Risk in the goods shall pass to you at the time when our obligations under the contract are deemed under clause 4 to be completed.