

Terms and Conditions

1. DEFINITIONS

- 1.1 'VANLUK' shall mean Vanluk Design Limited trading as VANLUK, or any agents or employees thereof.
- 1.2 'Customer' shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from VANLUK.
- 1.3 'Goods' shall mean all goods, chattels, or services, provided by VANLUK to the customer, and shall include without limitation the provision of all products and supplies, all service charges, or any fee or charge associated with the supply of goods by VANLUK to the customer.
 - 1. 'Price' shall mean the cost of the goods as agreed between VANLUK and the customer subject to clause 4 of these Terms and Conditions.
 - 2. 'Contract' shall mean contract for sale by VANLUK of products and/or services incorporating the Terms and Conditions

2. ACCEPTANCE

- 2.1 Any instructions received by VANLUK from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The customer authorises VANLUK to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under the Contract, or marketing any goods and services provided by VANLUK.
- 3.2 The customer authorises VANLUK to disclose any information obtained to any person for the purposes set out in clause 3.1.
 - 1. Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by VANLUK at the time of the Contract.
 - 1. The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of VANLUK between the date of the Contract and delivery of the goods.
 - 2. The price shall be inclusive of Goods and Services Tax unless specifically stated to the contrary.

5. PAYMENT

- 5.1 Payment for goods shall be made on placement of order, unless and account facility and payment terms have been prearranged with VANLUK.
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by VANLUK in the enforcement of any rights contained in the Contract shall be paid by the customer, including any reasonable solicitor's fees, debt collection agency fees, and or interest.
 - 1. Receipt of a cheque, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

- 6.1 Where a quotation is given by VANLUK for goods:
 - 6.1.1 The quotation shall be valid for 7 days from the date of issue; and
 - 6.1.2 The quotation shall be inclusive of Goods and Services Tax unless specifically stated to the contrary.

- 1. Where goods are required in addition to the quotation the customer agrees to pay for the additional cost of such goods.

7. RISK

- 7.1 The goods remain at VANLUK's risk until the delivery to the customer, but when title passes to the customer pursuant to clause 9.1 of the Terms and Conditions the goods are at the customer's risk whether delivery has been made or not.
- 7.2 Delivery of goods shall be deemed complete when VANLUK gives possession of the goods for delivery to the customer, or possession of the goods is given to a common carrier, or other bailee for the purposes of transmission to the customer.
- 7.3 The time agreed for delivery shall not be an essential term of the Contract unless the customer gives written notice to VANLUK making time of the essence.
- 7.4 Where VANLUK delivers goods to the customer by instalments and VANLUK fails to deliver one or more instalments the customer shall not have the right to repudiate the Contract but shall have the right to claim compensation as a severable breach.

8. AGENCY

- 8.1 The customer authorises VANLUK to contract either as principal or agent for the provision of goods that are the matter of the Contract.
- 8.2 Where VANLUK enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

9. TITLE

- 9.1 If the goods are ascertained and in a deliverable state, title in the goods passes to the customer when the customer has made payment for all goods supplied by VANLUK.
- 9.2 Where the customer has not paid for any goods in its possession property in such goods shall remain with VANLUK and:
 - 9.2.1 The goods shall be held by the customer as bailee; and
 - 9.2.2 If the goods are attached, fixed, or incorporated into any property of the customer, by way of any manufacturing or assembly process by the customer or any third party, title in the goods shall remain with VANLUK until the customer has made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to VANLUK as security for the full satisfaction by the customer of the full amount owing between VANLUK and customer.
 - 1. The customer gives irrevocable authority to VANLUK to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. VANLUK shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.

10. RETURN OF GOODS

- 10.1 The customer shall be deemed to have accepted the goods unless the customer notifies VANLUK otherwise within 7 days of delivery of the goods to the customer.
- 10.2 If the goods are not accepted according to clause 10.1 of the Contract the customer shall pay for the delivery of the returned goods to VANLUK whereby the customer shall be entitled to a credit for the purchase price of any such goods. Any goods must be returned within 7 days of notification pursuant to clause 10.1 hereof.
 - 1. If goods are ordered in error by the customer and returned pursuant to Clauses 10.1 and 10.2 hereof VANLUK at its discretion may charge the customer a restocking fee to recover costs in processing and re-testing goods returned. A minimum of \$20.00 may be applicable.
 - 2. In the case of damaged goods in transit from VANLUK the customer must notify VANLUK within 24 hours of delivery of the goods to the customer.
 - 3. A 'Return Authorisation form', must accompany all returned goods returned received faulty or unused.

11. LIABILITY

- 11.1 Except as otherwise provided by statute VANLUK shall not be liable for:

- 11.1.1 Any loss or damage of any kind whatsoever whether suffered or incurred by the customer or another person whether such loss or damage arises directly or indirectly from goods or services or advice provided by VANLUK to the customer and without limiting the generality of the foregoing of this clause VANLUK shall not be liable for any consequential loss or damage of any kind including without limitation any financial loss; and
- 11.1.2 Except as provided in these Terms and Conditions VANLUK shall not be liable in contract, or in tort or otherwise for any loss, damage, or injury beyond the value of the goods provided by VANLUK to the customer; and
 - 1. The customer shall indemnify VANLUK against all claims of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of VANLUK or otherwise, brought by any person in connection with any matter, act, omission, or error by VANLUK its agents or employees in connection with the goods.

12. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from VANLUK for the purposes of a business in terms of section 2 and 43 of that Act.

13. GENERAL LIEN

- 13.1 The customer agrees that VANLUK may exercise a general lien against any goods or any property belonging to the customer that is in the possession of VANLUK for all sums outstanding under the Contract and any other contract to which the customer and company are parties.
- 13.2 If the lien is not satisfied within 7 days of the due date VANLUK may having given notice of the lien at its option either:
 - 13.2.1 Remove such goods or property and store them in such a place and in such a manner as VANLUK shall think fit and proper and at the risk and expense of the customer; or
 - 13.2.2 Sell such goods or property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

14. WARRANTY

- 14.1 No representation, condition, warranty or promise expressed or implied by law or otherwise applies to goods except where goods are supplied pursuant to the Consumer Guarantees Act 1993 or except where provided to the customer in writing at the time of sale.
 - 1. VANLUK does not provide any warranty that the goods are fit and suitable for the purpose for which they are required by the customer and shall not be liable if they are not.

15. CANCELLATION

- 15.1 VANLUK shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods to the customer if the customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.
- 15.2 Any cancellation or suspension under clause 15.1 of this agreement shall not affect VANLUK' claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of the Contract or the customer's obligations to VANLUK under the Contract.

16. MISCELLANEOUS

- 16.1 The customer shall not assign all or any of its rights or obligations under the Contract without the written consent of VANLUK.
- 16.2 VANLUK shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 16.3 Failure by VANLUK to enforce any of the terms and conditions contained in the Contract shall not be deemed to be a waiver of any of the rights or obligations VANLUK has under the Contract.
- 16.4 The law of New Zealand shall apply to this contract except to the extent expressly negative or varied by the Contract.

- 16.5 Where the Terms and Conditions are at variance with the order or instruction from the customer, the Terms and Conditions shall prevail.
- 16.6 If the customer is a company or trust, the director(s) or trustee(s) jointly and severally guarantee to VANLUK the payment of the balance of the customer's credit facility from time to time, and the payment of any and all other monies now or hereafter owed by the customer to VANLUK. Any personal guarantee made by any party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in the Contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of the Contract.
 - 1. If any provision of the Contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforce-ability of the remaining provisions shall not be affected, prejudiced or impaired.

17. POLICIES AND ADDENDUM

These Terms and Conditions are to be read in conjunction with VANLUK Conditions of Use, Privacy Policy, Returns and Shipping information as on www.VANLUK.co.nz at the date of transaction, as well as any documentation provided by VANLUK such as, but not limited to, email correspondence and invoices

Privacy Policy

Spam

We know spam is reaching epidemic proportions, and we hate it as much as you do. For this reasons we will not provide your information to anyone outside of VANLUK (Parts On Demand Ltd). We will only use your details in relation to your order, and the occasional email flyer and / or newsletter.

Unsubscribe

If at any stage, you wish to have your details removed from our system, please contact us at webmaster@VANLUK.co.nz with the subject line "Unsubscribe" and your request will be honoured, and your details removed. Alternatively you can change your preferences inside the "My Account" details area of this site.

Security

Store security is one of our highest priorities. The VANLUK online store uses technology called SSL – Secure Sockets Layer. This means at the checkout, our servers and your PC encrypt (scramble) everything that you enter into your computer, such as credit card details, billing and delivery address. Because it is encrypted, other computers are unable to make sense of it, therefore keeping this information private. VANLUK undertakes not to divulge any information in relation to the identity or transaction history of our customers to any third party unless required by law.