

Terms and conditions of sale

The terms of conditions of sale set out below govern all the supplies of goods and services from Manta Electronics Limited ("Manta," "we," "us") to the customer ("the customer"). Receipt of any goods and services by the customer indicates the customer's continuing acceptance of these terms and conditions notwithstanding anything that may be stated to the contrary in the customer's order.

1. **Pricing and orders**
 - 1.1 Prices may be altered without notice.
 - 1.2 Prices quoted may be altered by Manta after accepting an order in the event of any occurrence affecting delivery and/or any matter beyond the control of Manta. In that event the customer will have the right to withdraw the order.
 - 1.3 Clerical errors or omissions in any quotation, correspondence or invoice, shall be subject to corrections.
 - 1.4 Manta reserves the right to refuse to accept any order or any part of an order.
 - 1.5 The customer may not cancel orders except with Manta's written consent. Where we consent we reserve the right to recover costs incurred in servicing the order.
2. **Payment**
 - 2.1 Payment for goods and services supplied on a "cash" basis is to be made before supply. This includes retail goods purchased from the shopping cart.
 - 2.2 Payment for goods and services supplied on a "payment on completion" basis is to be made immediately upon issuance of the invoice from Manta. Goods and services supplied on this basis in no way whatsoever constitutes an agreement from Manta to extend credit in any form.
 - 2.3 Where Manta has agreed in writing to extend credit to the customer, the customer must pay in full by the due date indicated under "terms" on the invoice (or if no terms are indicated, within 7 days of the date of invoice), unless we have agreed in writing to different payment terms. Manta reserves the right to withhold or refuse to supply goods and services or alter or withdraw credit facilities at its sole discretion. Manta reserves the right to require payment for the whole price of the goods and services before accepting any order or part order.
 - 2.4 No payment shall be treated as made until the date on which it is actually credited to the customer's account in the books of Manta in the ordinary course of business and if made by cheque then until that cheque is honoured and so credited.
 - 2.5 The customer agrees to pay in full the invoice sum without deduction and no payment shall be withheld, reduced or deferred on account of any claim, counter-claim, set off or otherwise.
 - 2.6 If the customer has not paid in full by the due date, Manta is entitled to charge the customer interest compounding monthly on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by Manta's bankers and suspend delivery of further goods or performance of further services.
 - 2.7 Manta reserves the right to recover from the customer all costs incurred in the recovery of any debt including but not limited to collection and/or legal and/or court costs and disbursements.
3. **Delivery and risk**
 - 3.1 Goods and services are subject to availability.
 - 3.2 Manta reserves the right to deliver goods and services by installments, in which case each installment will comprise a separate order under the same provisions as the main order.
 - 3.3 Manta will make every effort to ensure delivery of goods or performance of services is on time, but will not be liable to the customer for any loss or damage arising in any way from any delay in delivery, installation or performance. Delay in delivery, installation or performance does not entitle the customer to cancel any order, part order, or installment.
 - 3.4 The risk of any loss (including insurance responsibility) for any goods passes to the customer at the earliest time they are collected by a carrier for delivery to the customer, or the time they are collected by the customer or their agent, or are installed at the customer's premises.
 - 3.5 Manta will not be responsible for delivery delays or defaults by freight/courier companies or consequential loss or damage arising from them.
 - 3.6 No claim will be accepted by Manta for short delivered goods unless it is made in writing to Manta within three days of delivery.
4. **Property and security interests**
 - 4.1 Property and ownership of goods remain the sole and absolute property of Manta, whether in their original form or incorporated in or attached to another product, until we receive payment in full of the purchase price of the goods and all other amounts the customer owes to us for any reason.
 - 4.2 Manta may allocate amounts received from the customer in any manner we determine, including in any manner required to preserve any purchase money security interest Manta has in any goods.
 - 4.3 If Manta already has a perfected security interest in the goods supplied to the customer that security interest is continued under these terms and conditions. Otherwise, the customer grants a security interest to Manta in each and every part of the goods as security for payment of that part and of each other part or parts of the goods and for any other amounts owing by the customer to Manta from time to time, whether or not those goods have become incorporated in or attached to or mixed with other goods. The goods subject to the security interest will be described on Manta's invoices. Where goods that Manta has supplied to the customer have become mixed with other similar goods supplied by other companies, the customer grants Manta a security interest in the mixed goods to the value of the goods in the mixture that Manta has supplied but which have not yet been paid for.
 - 4.4 The customer shall do anything Manta requires to ensure that Manta has a perfected security interest in all the goods and a purchase money security interest in each part of the goods to the extent of the purchase price for that part. The customer waives any right to receive a copy of a verification statement under the Act.
 - 4.5 The parties hereby agree that sections 114(1)(a), 133 and 134 of the Act shall not apply to this contract, or the security interest under this contract.
 - 4.6 The parties further agree that the customer's rights as debtor in sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the Act shall not apply.
 - 4.7 At any time after a default (as that term is defined in the Act) occurs, Manta may (whether or not they have exercised any other right) appoint any person to be a receiver of all or any of the goods. In addition to, and without limiting or affecting any other powers and authorities conferred on a receiver (whether under the Receiverships Act 1993 or at law or otherwise), a receiver has the power to do all things in relation to the goods as if the receiver has absolute ownership of the goods. Manta or its agent may without notice enter any premises where such goods are reasonably thought to be stored to remove any goods that are the property of Manta, including goods installed in or attached to any other goods, using such force as is necessary. The customer shall indemnify Manta against any claims, losses and liabilities arising from the exercise of this right of entry.
5. **Product use and warranties**
 - 5.1 Goods supplied by Manta should be used solely for the purposes intended at the time of supply.
 - 5.2 Goods are subject to the warranty terms included with each product. Where goods are subject to a back to base warranty, the customer is responsible for returning them to Manta and may be responsible for additional costs including but not limited to freight.
 - 5.3 Warranty returns will be accepted by Manta only in accordance with our returns policy as notified to the customer from time to time including on Manta's websites.
 - 5.4 Any warranty may be voided by unreasonable use, damage or misuse, negligent installation or operation, cleaning or maintenance, attempted repairs, modifications or the addition of any hardware, software or consumables not supplied or authorised in writing by Manta.
6. **Returns and disputes**
 - 6.1 Any dispute as to the goods and services supplied by Manta will not be considered except if brought in writing to Manta's attention within 10 days of supply.
 - 6.2 Returns will be accepted by Manta only in accordance with our returns policy as notified to the customer from time to time including on Manta's websites.
7. **Consumer Guarantees Act**
 - 7.1 Where Manta supplies goods to the customer for the customer's use in a business the customer agrees that the Act does not apply.
- 7.2 Where Manta supplies goods to the customer as a "consumer" as defined in the Act for a non-business purpose the Act will apply and prevail over any contrary provision in these terms and conditions.
- 7.3 Where Manta supplies goods to the customer as a "supplier" then the customer warrants it will supply any "consumer" that is acquiring goods for the purposes of a business use terms and conditions of supply that exclude liability for any claims under the Act to the extent permitted by law.
- 7.4 The customer agrees to indemnify Manta against any liability of cost, loss, damage or claim arising in any way as a result of the customer's failure to comply with any part of these terms and conditions.
8. **Limitation of liability**
 - 8.1 It is the customer's responsibility to ensure, and Manta will not be liable for, the functional integration or performance of systems incorporating goods supplied by or through Manta.
 - 8.2 Manta will not be responsible for any loss or damages caused either to goods supplied or as the result of the malfunction of goods in the event that such goods are fitted by unqualified installers or if such goods have been fitted in an unprofessional manner and/or if such products are in any way not used for the purposes intended at the time of supply.
 - 8.3 Manta does not represent that the products it sells may not be compromised or circumvented; that the products will prevent personal injury or property loss; or that the products will in all cases provide adequate warning or protection. The customer understands that a properly installed and maintained security system may only reduce the risk of a burglary, robbery, fire or otherwise, but it is not insurance or guarantee that such will not occur or that there will be no personal injury or property loss as a result. Consequently Manta has no liability for any personal injury, property damage or other loss based on a claim the product failed to give any warning or prevent loss.
 - 8.4 Manta's maximum liability to the customer (if any) shall be limited to the value of any faulty goods or services supplied, and Manta and its employees, contractors, and agents, will not be liable to the customer for loss or damage of any kind however that loss or damage arises. This exclusion of liability includes, but is not limited to, costs, consequential loss, loss of profits, damage caused by or arising from delays in delivery or manufacture, faulty or delayed installation, unreasonable use, negligence, faulty design specifications or choice by you and faulty materials, components, manufacture, compilation, or assembly of the goods.
9. **Customer Liability**
 - 9.1 The customer shall be bound by all transactions undertaken with Manta even if the person undertaking any transaction does not have the actual or ostensible authority to undertake it, unless the customer has previously notified Manta in writing that transactions may be undertaken only on the authorisation of certain named persons.
 - 9.2 Where there is more than one customer the liability of each is joint and several and all of the obligations in this contract shall bind the customer and its executors, administrators, successors and assigns.
10. **No Waiver**
 - 10.1 Manta shall not be taken to have waived any terms of this contract unless such waiver is in writing. Any such waiver shall be restricted to the particular matter in respect of which it is specifically expressed to be given.
 - 10.2 All of Manta's rights, powers, exemptions and remedies shall remain in full force notwithstanding any neglect, forbearance or delay in their enforcement.
11. **Rights of Assignment**
 - 11.1 Manta is entitled at any time to assign to any other person all or any part of any amount owing to it. The customer may not assign its rights or obligations under this contract to any other person.
12. **Use of trademark and brand material**
 - 12.1 All intellectual property remains the property of Manta and the customer may only use trademarks, logos and/or material which are the property of, or licensed to Manta, if they have written approval from Manta.
 - 12.2 If the customer has generated or been provided with a website login with username and password the customer must keep these strictly confidential. The customer must not disclose the username and/or password. If the login allows access to restricted access trade areas the customer must not distribute material from these areas to any person other than its authorised employees (if the customer is a business). The customer is responsible for the consequences of any unauthorised use of its username and password.
 - 12.3 Manta reserves the right to terminate the customer's account and/or refuse supply of goods if it believes that these terms have not been met and/or if it is believed by Manta that the promotion of the goods will be contrary to the trading policies of Manta.
13. **Your information**
 - 13.1 By accepting goods and services provided by Manta the customer authorises Manta to pass personal information to Dun & Bradstreet (New Zealand) Limited, PO Box 9589, Newmarket, Auckland in the event that the customer defaults on their payment obligations to Manta. This information will be used by Dun & Bradstreet (New Zealand) Limited, PO Box 9589, Newmarket, Auckland to update and maintain credit information files and will be accessed by customers of the credit reporting database. Payment information may also be passed to Dun & Bradstreet (New Zealand) Limited.
 - 13.2 The customer authorises Manta to make credit and other enquiries about the customer within Manta's normal procedures and to obtain and disclose information about the customer provided that any such information obtained, used or disclosed is confined to that reasonably required by Manta or by such other person as the case may be for establishing and maintaining the relationship between Manta and the customer.
 - 13.3 The customer authorises any person to provide Manta with such information as it may reasonably require in response to its credit enquiries and by signing an Account Application or accepting a Quote, the customer authorises any person to provide any such information to Manta.
 - 13.4 If the customer is a natural person the Privacy Act 1993 entitles the customer to have access to personal information held by Manta about the customer and to request correction of that personal information.
14. **Miscellaneous**
 - 14.1 These terms and conditions are paramount, and, to the extent that there is any conflict between any provision of these terms and conditions and any invoice, website order or other document evidencing or describing any goods, the terms and conditions will prevail. Further, if there is any other document or arrangement which conflicts with this contract, this contract shall prevail.
 - 14.2 Manta reserves the right to change these terms and conditions from time to time.
 - 14.3 The term "contract" means, this invoice (including these terms and conditions) together with any and every invoice, website order or other document evidencing or describing, whether by item or kind or otherwise, any goods.
 - 14.4 The term "goods" means all goods supplied by Manta from time to time under this contract, including but not limited to all car alarms, CCTV products, GPS tracking products, security products and related equipment and including those goods more particularly detailed in each invoice issued to the customer, and any services forming part of the supply of such goods.
 - 14.5 The terms "perfected", "proceeds", "purchase money security interest", "rights", "security interest" and "sell" have the respective meanings given to them under, or in the context of, the Act.
 - 14.6 Where you purchase any goods from the Manta shopping cart, the website terms of service, which incorporate these terms and conditions, shall apply.
 - 14.7 This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.