

CONDITIONS OF SALE

1. These terms and conditions are accepted by the Purchaser and Almac and any variation thereof is accepted only if confirmed in writing by Almac.
2. Any time or date named by Almac for delivery under this contract is an estimate only and Almac shall not be liable for the consequences of any delay.
3. Delivery shall be made by Almac to the Purchaser at Almac's premises and from the date of delivery the goods shall be at the risk of the Purchaser. If delivery is otherwise arranged such arrangements shall be outside the terms of this contract save that from the time that the goods leave the premises of Almac the goods shall be at the sole risk of the buyer and it shall be the Purchaser's obligation and not Almac's obligation to insure such goods.
4. The Purchaser acknowledges that Almac is the proprietor of the copyright subsisting in design drawings, patterns, jigs, moulds and models of its products. The Purchaser covenants that it will not without the express written consent of the seller:
 - a. Reproduce or substantially reproduce in any material form, cars, kit cars, car automotive or body parts or chassis made or sold by the seller whether such reproduction would infringe the aforesaid copyright or not, or
 - b. Assist or abet such reproduction, or
 - c. Sell or offer for sale such a reproduction
5. The Purchaser shall indemnify Almac against any damages, penalties, costs and/or expenses to which Almac may become liable as a result of work done in accordance with the Purchaser's specification which involves the infringement of any Letters Patent, Registered Design or copyright and the Purchaser shall accept all goods supplied in accordance with such specifications notwithstanding any such infringement or alleged infringement.
6. The Purchaser agrees that he will not affix to any goods supplied by Almac any trade mark, logo, sign, lettering or badge which might possibly mislead or deceive any third party as to the origin, true manufacturer or nature of the product or goods supplied
7. Assembly instructions are a guide only. It may be necessary for the Purchaser to do more work or supply more resources than are indicated within the assembly instructions and such instructions are designed to be read in conjunction with a service manual or manuals for the donor car or cars. The Purchaser agrees that Almac is not liable for any loss, injury, claim or expense relating from any incomplete or inaccurate material contained or implied in the assembly instructions, nor will they be responsible for the consequences of any misunderstanding on the part of the Purchaser of any part of the assembly instructions.
8. Almac shall not be liable for and the Purchaser shall indemnify and hold Almac harmless against any claim by loss or damage to any person or property arising from the use or operation or possession of the goods sold hereunder. The liability accepted by Almac is limited to the value of goods supplied by Almac to the Purchaser and is limited to damage to those goods.
9. Almac do not guarantee to keep all parts which are offered for sale in stock at any one time. Almac will not accept liability for the consequences of not being able to supply any particular items. Almac reserves the right to delete items offered for sale and will not accept liability for the consequences of discontinuing any product line.
10. Almac guarantee that any Almac product will fully comply with all statutory instruments and laws relating to vehicles in New Zealand as at the date of this Agreement. If alterations or modifications or tests are required by subsequent law to improve the safety of the product then Almac shall not be liable for the cost of such alterations or tests.
11. The Purchaser shall advise any subsequent purchaser of the goods subject to this contract of the existence of this contract before passing title to such goods to the new owner.
12. These conditions and this contract shall be subject to and construed in accordance with the laws of New Zealand.