

LEVIO LIMITED TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 "Seller" shall exclusively mean LEVIO LIMITED.
- 1.2 "Customer" shall mean the purchaser of goods and/or services from LEVIO LIMITED.
- 1.3 "Goods" has the same meaning as Section 2 of the Sale of Goods Act 1908. And is any goods provided by the seller to the customer.
- 1.4 "Services" shall mean all services supplied by the seller to the customer and includes any recommendations or advice.
- 1.5 "Price" shall mean the purchase price of the goods, services and any other costs.

2. ACCEPTANCE

- 2.1 The completed Levio Website Checklist received by the seller from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

3. PRIVACY ACT 1993

- 3.1 The customer permits the seller to collect, use and retain any information concerning the customer, for the purpose of assessing the customers credit worthiness, to enforce any rights under this contract, or the marketing of any goods and services provided by the seller to any other party.
- 3.2 The customer permits the seller to disclose information obtained to any person for the purposes set out in clause 3.1.

4. PAYMENT TERMS

- 4.1 Payment will be by electronic bank transfer to the nominated Bank Account number.

5. PRICE

- 5.1 Prices unless otherwise stated, do not include goods and services tax, other taxes, levies or tariffs, exchange rate fluctuations, freight or insurance charges, which if applicable, will be an extra charge to the customer.
- 5.2 Price will be specified on the invoice or quotation and will be the current price at the time of delivery.

6. RISK AND DELIVERY

- 6.1 The goods remain at the sellers risk until the delivery to the customer, but when title passes to the customer the goods are at the customers risk no matter if delivery has been made or not.
- 6.2 Delivery of goods shall be deemed complete when the seller give possession of the goods for delivery to the customer, or possession of the goods is given to a general carrier, for delivery to the customer.
- 6.3 Where the seller delivers goods to the customer by instalments and the seller fails to deliver one or more instalments, the customer shall not have the right to recant the contract.
- 6.4 The seller shall not be liable to the customer for damage or loss due to failure by the seller to deliver the goods promptly or at all.

7. RETENTION OF TITLE

- 7.1 Title in the goods passes to the customer when the customer has made payment in full for all goods supplied by the seller.

8. LIMITATION OF LIABILITY

- 8.1 The seller shall not be liable for any loss of profits, or any consequential indirect loss, or damage of any kind arising directly or indirectly from any breach of the seller's obligation under this contract or in tort.
- 8.2 Where the seller is liable to the customer, the maximum cost of any liability shall not exceed the value of the goods or services provided by the seller to the customer.

9. NON-WAIVER

- 9.1 Failure by the seller to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights the seller has in this contract and is not liable for any indirect loss or expense to the customer.

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10. FORCE MAJEURE

10.1 The seller shall not be liable for failure or delay to perform its obligations if the delay or failure is beyond its control.

11. CONSUMER GUARANTIES ACT 1993

11.1 The guaranties contained in the Consumer Guaranties Act 1993 are excluded if the customer acquires goods and services from the seller for the purpose of a business.

11.2 If the customer on sells the goods to a third party, the customer shall indemnify the seller for any losses incurred due to the third-party claims against the seller.

11.3 Warranties are not transferable unless approved in writing by the seller.

12. DEFECTIVE GOODS

12.1 At the supplier's discretion, defective goods will be replaced or refunded by the supplier if the customer has notified the supplier within 14 days of delivery.

13. ASSIGNMENT

13.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of the seller.

14. CANCELLATION

14.1 The seller may cancel these terms and conditions or cancel delivery of goods and services at any time before the goods are delivered

14.2 The customer may cancel delivery of the goods at the seller's sole discretion and will be liable for any costs incurred by the seller.

15. WARRANTY

15.1 Any fault in workmanship will lead to the customer notifying the seller within 14 day of delivery.

16. MISCELLANIOUS

16.1 If anything in this agreement is unenforceable, illegal or void it is severed and the rest of this agreement remains in force.

16.2 The customer may not claim any counter claim or set-off against any payments due by it to the seller.

16.3 Under no circumstances shall the liability of the seller exceed the price of the goods in the event of a breach of contract.

16.4 The seller may license or sub-contract all or any of its rights and obligations without the customers consent.

16.5 The seller reserves the right to review and change these terms and conditions at any time and will notify the customer of this in writing at which time the changes will take effect.

16.6 Product specification may change without notice.