

Permobil New Zealand Limited

Terms and Conditions of Sale and Rental

1. INTERPRETATION AND APPLICATION

1.1 In these Terms and Conditions:

"Additional Charges" means all delivery, installation, handling and storage charges, GST, interest, costs of recovery of unpaid money and all other amounts, other than the Purchase Price, payable by the Customer in connection with the sale of Goods.

"CGA" means the Consumer Guarantees Act 1993.

"Consumer" means a Customer who is a consumer within the meaning of the CGA.

"Customer" means the person or entity to or for whom Goods are supplied, or to whom Equipment is hired, by Permobil.

"Equipment" means the equipment described in a Rental Agreement, including all accessories.

"Goods" means the goods sold to the Customer by Permobil and any related services provided by Permobil.

"Permobil" means Permobil New Zealand Limited (NZBN 974527).

"PPSA" means the Personal Property Securities Act 1999.

"Purchase Price" means the price stated in Permobil's quotation or, if there is none, Permobil's list price at the date the order is accepted.

"Rental Agreement" means the rental agreement form, order or purchase order for the hire of Equipment.

"Terms and Conditions" means these terms and conditions as amended from time to time and published by Permobil.

1.2 Part A applies to all supplies by Permobil. Part B also applies to the sale of Goods, and Part C also applies to the hire of Equipment.

1.3 The version of these Terms and Conditions published at the time an order is accepted, or a Rental Agreement is signed or accepted, applies to that order or hire.

PART A – GENERAL TERMS

2. PRICES AND PAYMENT

2.1 Quotations are valid for 60 days from their date, unless stated otherwise. All prices are in New Zealand dollars and exclude GST.

2.2 Interest is payable on overdue amounts at the rate of 1.5% per month or part of a month from the due date until payment in full.

3. LIABILITY

3.1 If the Customer is a Consumer, nothing in these Terms and Conditions limits the Customer's rights under the CGA or the Fair Trading Act 1986.

3.2 If the Customer is not a Consumer, the parties agree that: (i) the Goods are acquired, and the Equipment is hired, in trade; (ii) the CGA does not apply and, to the extent permitted by law, the Fair Trading Act 1986 does not apply; and (iii) it is fair and reasonable for the parties to be bound by this clause. To the extent permitted by law, all implied warranties and terms are excluded. Permobil is not liable, whether in contract, tort (including negligence) or otherwise, for any loss arising from the use or possession of the Equipment, any loss of profit, revenue or business, any third-party claim, or any indirect or consequential loss.

- 3.3 If the Customer is not a Consumer: (i) Permobil's liability for defective Goods is limited, at its option, to repair, replacement or resupply of the Goods, or the cost of doing so; (ii) Permobil's liability for defective Equipment is limited, at its option, to repair or replacement of the Equipment, or a refund of the rental fee for the period the Equipment could not be used; and (iii) Permobil's total liability is limited, for any order, to the Purchase Price of the Goods concerned and, under any Rental Agreement, to the rental fees paid under it in the 12 months before the claim.
- 3.4 A Customer must indemnify Permobil against any loss or damage arising from the Customer's breach of these Terms and Conditions.

4. SECURITY INTEREST

- 4.1 The Customer acknowledges that these Terms and Conditions create a security interest in favour of Permobil for the purposes of the PPSA in Goods sold and their proceeds and, to the extent the hire creates one, in the Equipment. The Customer must sign any document and provide any information Permobil reasonably requires to register and perfect that security interest.
- 4.2 To the fullest extent permitted by the PPSA, a Customer that is not a Consumer: (i) waives its right to receive a verification statement; and (ii) contracts out of, and waives its rights under, the PPSA provisions on enforcement of security interests.

5. PRIVACY

- 5.1 Permobil collects and handles personal information in accordance with the Privacy Act 2020 and Permobil's privacy notice at [Privacy Notice - New Zealand](#).

6. GENERAL

- 6.1 If Permobil and the Customer have signed a separate agreement for the supply of Goods or the hire of Equipment, that agreement prevails over these Terms and Conditions to the extent of any inconsistency.
- 6.2 These Terms and Conditions are governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts.
- 6.3 Subject to clause 6.1, these Terms and Conditions, together with any accepted order or Rental Agreement, contain the entire agreement between the parties for the sale of Goods or the hire of Equipment. They may only be varied in writing signed by Permobil.
- 6.4 Permobil is not liable for any failure or delay in performing its obligations caused by circumstances beyond its reasonable control. In that case, Permobil may suspend performance or extend the time for performance for the duration of those circumstances. If they continue for more than 60 days, Permobil may cancel the affected order or end the hire by written notice without liability, and clause 16.2 applies to any Equipment.
- 6.5 Any provision that is void, unenforceable or illegal is severed to that extent, and the remaining provisions continue in force.
- 6.6 No failure or delay by Permobil in exercising any right or remedy operates as a waiver of it.
- 6.7 A Customer that is not a Consumer must notify Permobil within 7 days of any change to its name, address, legal entity or ownership.

PART B – SALE OF GOODS

7. ORDERS

- 7.1 An order is binding on Permobil and the Customer when Permobil accepts it in writing or supplies the Goods in accordance with it. Permobil may accept part of an order only. These Terms and Conditions apply to every accepted order and supersede any terms contained in the Customer's order or purchase order.

- 7.2 An accepted order may not be cancelled by the Customer without Permobil's prior written approval. Approval may be refused in particular for Goods that are configured or manufactured to the Customer's or end-user's specification.

8. TRIAL PERIOD

- 8.1 Where Goods are supplied for trial before purchase (the "**Trial Goods**"): (i) title to and ownership of the Trial Goods remain with Permobil; (ii) the Customer must ensure the Trial Goods are used with reasonable care and in accordance with Permobil's instructions; (iii) the Customer must return the Trial Goods in the same condition, fair wear and tear excepted, at Permobil's request; and (iv) the trial ends when Permobil accepts an order for the Trial Goods or otherwise on Permobil's written notice.
- 8.2 If no order is placed within 20 working days from the start of the trial, Permobil may require the return of the Trial Goods or charge for continued use in accordance with Part C.

9. DELIVERY AND RISK

- 9.1 Delivery times are estimates only. Permobil is not liable for any failure or delay in delivery, and the Customer is not relieved of its obligation to accept and pay for the Goods because of a delay. Permobil may deliver the Goods in instalments.
- 9.2 Delivery takes place: (i) if the Goods are collected from Permobil's premises, when they are loaded onto the Customer's carrier or at the scheduled collection time, whichever is earlier; or (ii) if the Goods are delivered to an address nominated by the Customer, when they are unloaded at that address.
- 9.3 Signature of a delivery note by the Customer, its representative or its carrier is conclusive proof of delivery.
- 9.4 Risk in the Goods passes to the Customer on delivery.

10. PAYMENT

- 10.1 The Customer must pay the Purchase Price and the Additional Charges.
- 10.2 Unless otherwise agreed in writing, the Customer must pay by the 20th of the month following the month of invoice, except that a Consumer must pay in full before delivery.
- 10.3 If the Customer is in default under clause 11.2, Permobil may withhold further deliveries or cancel any order, without prejudice to its other rights.

11. RETENTION OF TITLE AND RECOVERY

- 11.1 Title to the Goods remains with Permobil until the Customer has paid in full for the Goods and all other amounts owing to Permobil on any account. Until then, the Customer holds the Goods as bailee for Permobil.
- 11.2 The Customer is in default if: (i) any payment is not made by its due date; or (ii) the Customer ceases to carry on business, is unable to pay its debts as they fall due, or has a receiver, liquidator or similar officer appointed.
- 11.3 If the Customer is in default, Permobil may, without prejudice to its other rights: (i) require the Customer to return the Goods or make them available for collection; (ii) after giving reasonable notice, enter premises occupied by the Customer to recover the Goods; and (iii) resell any recovered Goods. The Customer must pay Permobil's reasonable costs of recovery, including debt collection and legal costs.

12. WARRANTY AND CLAIMS

- 12.1 The Goods are supplied with the manufacturer's warranty set out in the product documentation.
- 12.2 Claims for damaged, missing or incorrectly supplied Goods must be notified in writing within 14 days of delivery. If the Customer is not a Consumer, the Goods are deemed accepted if no claim is notified within that period.

PART C – RENTAL OF EQUIPMENT

13. RENTAL FEE AND PAYMENT

- 13.1 The Customer must pay the rental fee stated in the Rental Agreement from delivery until the Equipment is returned to or collected by Permobil. Prices exclude freight.
- 13.2 Unless otherwise agreed in writing: (i) a Customer that is not a Consumer must pay by the 20th of the month following the month of invoice; and (ii) a Consumer must either pay the rental fee in advance or provide credit card details, which Permobil may charge for the rental fee and any other amounts payable under these Terms and Conditions at the end of the hire.
- 13.3 Permobil may require the Customer to pay a security deposit as stated in the Rental Agreement. Permobil may apply the security deposit to any unpaid amounts and refunds the balance after the Equipment is returned.

14. USE AND CARE

- 14.1 The Customer must: (i) use the Equipment carefully and properly, in accordance with Permobil's instructions and all applicable laws; (ii) keep the Equipment secure and free from damage; (iii) not alter, modify or repair the Equipment, or allow anyone other than Permobil to do so; and (iv) not sell, sub-hire or otherwise part with possession of the Equipment, other than to the end-user named in the Rental Agreement, without Permobil's prior written consent.
- 14.2 The Customer must report any fault promptly to Permobil support, using the contact details in the Rental Agreement or at permobil.com/en-nz/contact-us. Permobil will repair faults arising from fair wear and tear at its own cost.

15. LOSS AND DAMAGE

- 15.1 The Customer bears the risk of loss, theft, damage or destruction of the Equipment from delivery until it is returned to or collected by Permobil.
- 15.2 The Customer must notify Permobil in writing within 5 days of any loss or damage. Damaged Equipment must be returned to Permobil within 5 days of the damage. Permobil will assess the Equipment and provide a quote for the repair.
- 15.3 The Customer must pay the reasonable cost of repairing any damage beyond fair wear and tear.
- 15.4 If the Equipment is lost, stolen or beyond economic repair, the Customer must pay Permobil the cost of replacing it with equipment of the same model, type and configuration. The rental fee is payable until Permobil receives that payment.

16. TERM AND RETURN

- 16.1 The hire starts on delivery and continues for the period stated in the Rental Agreement.
- 16.2 When the hire ends, the Customer must return the Equipment, or make it available for collection, clean and in the same condition as delivered, fair wear and tear excepted. Freight charges apply as stated in the Rental Agreement.

17. OWNERSHIP AND RECOVERY

- 17.1 The Equipment remains the property of Permobil at all times. The Customer must not allow any lien, charge or other interest to arise over the Equipment.
- 17.2 If the Customer fails to pay any amount when due or otherwise breaches these Terms and Conditions, and does not remedy the breach within 7 days of Permobil's written notice, Permobil may: (i) end the hire; (ii) require the Customer to return the Equipment or make it available for collection; and (iii) after giving reasonable notice, enter premises occupied by the Customer to recover the Equipment. The Customer must pay Permobil's reasonable costs of recovery, including debt collection and legal costs.