

## Driverseat Innovations – Terms and Conditions of Trade

Driverseat Innovations ("the Company", "we", "us", or "our") provides tyre pressure monitoring products, technical services, and support to New Zealand and international clients.

### Definitions

- “Company”, “Supplier”, or “Agent” means Driverseat Innovations Ltd, its successors and assigns, or any person acting on behalf of and with the authority of Driverseat Innovations Ltd.
- “Client”, “Customer”, or “Purchaser” means the person or entity purchasing Products or Services from the Company.
- “Product” means any goods, devices, components, or associated materials supplied by the Company (e.g., TPMS kits, sensors, displays, repeaters).
- “Service” means technical support, installation advice, warranty processing, or any other assistance offered by the Company in connection with the Product.
- “Fee” means the total price payable for the Products and Services, including applicable GST and delivery costs.

### Acceptance

By placing an order or accepting delivery of Products or Services, the Client agrees to be bound by these Terms and Conditions. Any changes or variations must be agreed to in writing by the Company.

### Supply of Products and Services

The Company undertakes to supply reliable Products and provide technical assistance in good faith and with reasonable care.

- The Client agrees to provide accurate details regarding their fleet needs or system specifications.
- Delivery times are estimates only and may vary due to supplier delays or logistics disruptions. The Company will not be held liable for delays beyond its control.
- If the Client causes delays (e.g. providing incorrect vehicle data or payment issues), the Company may charge a reasonable rescheduling or admin fee.
- Products supplied may be substituted with equivalent models of equal or better specification where necessary, unless otherwise agreed in writing.

### Product Suitability and Installation

While the Company will offer technical guidance, it is the Client’s responsibility to:

- Ensure the selected TPMS product suits their specific fleet configuration.
- Arrange for appropriate installation by qualified personnel if applicable.
- Test and confirm compatibility before large-scale deployment.

The Company does not accept liability for incorrect installation or misuse of any supplied Product.

### **Pricing, Invoicing, and Payment Terms**

- Prices quoted are in New Zealand Dollars and exclusive of GST unless otherwise stated.
- Invoices are due immediately of the issue date unless prior credit terms are agreed upon.
- Payment must be made in full without set-off or deduction. The Company reserves the right to charge interest at 2% per month on overdue amounts and to recover full debt collection costs.
- If payment is not made within 30 days, all outstanding amounts may become immediately payable.
- Ownership of goods remains with the Company until payment is received in full.

### **Returns, Refunds, and Warranty**

We stand behind the quality of our TPMS products. If a product is faulty or damaged:

- Clients must notify us in writing within 7 days of receipt.
- Faulty items will be repaired or replaced under the product's standard 12-month warranty.
- Change-of-mind returns are not accepted unless by prior written agreement. A minimum restocking/admin fee of NZD \$100 may apply in such cases.

### **Liability and Risk**

- Risk in the goods passes to the Client on delivery.
- The Company's liability for any defective goods or services is limited to replacement, repair, or refund at its discretion and subject to the Consumer Guarantees Act 1993.
- The Company will not be liable for indirect, special, or consequential losses arising from use or non-performance of the Product.

### **Confidentiality and Intellectual Property**

- Product specifications, software, and any proprietary documents remain the property of Driverseat Innovations and may not be reproduced or shared without prior written consent.
- All information exchanged will be treated confidentially unless disclosure is required by law.

### **Governing Law**

These Terms and Conditions are governed by the laws of New Zealand. Any disputes will be resolved in New Zealand jurisdiction.

## **Amendments**

These terms are subject to change without notice. Any confirmed orders or projects underway before the change will be honored under the prior terms.

## **Contact Information**

For support, warranty claims, or enquiries:

 [michael@driverseat.co.nz](mailto:michael@driverseat.co.nz)