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CONDITIONS OF SALE

1. These terms and conditions are accepted by the Purchaser and KiwiRaceCars.com Ltd, any variation thereof is accepted only if confirmed in writing by KiwiRaceCars.com.
2. Any time or date named by KiwiRaceCars.com Ltd for delivery under this contract is an estimate only and KiwiRaceCars.com shall not be liable for the consequences of any delay.
3. Delivery shall be made by KiwiRaceCars.com Ltd to the Purchaser at KiwiRaceCars.com's premises, 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 the goods leave the premises of KiwiRaceCars.com the goods shall be at the sole risk of the buyer and it shall be the Purchaser's obligation and not KiwiRaceCars.com's obligation to insure such goods.
4. The Purchaser agrees that no alterations will be made to the chassis or suspension components once it has been VIN and the Purchaser has received delivery of the goods from KiwiRaceCars.com.
5. The Purchaser acknowledges that KiwiRaceCars.com and Almac are the proprietors of the copyright subsisting in design drawings, Patterns, jigs, moulds and models of its products. The Purchaser covenants that it will not:
 - a. Reproduce or substantially reproduce in any material from, cars, kit cars, car automotive or body parts or chassis made 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.
6. The Purchaser shall indemnify KiwiRaceCars.com against any damages, penalties, costs and/or expenses to which KiwiRaceCars.com 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.
7. The Purchaser agrees that he will not affix to any goods supplied by KiwiRaceCars.com or 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.
8. If the Purchaser requires KiwiRaceCars.com to assemble the Almac 427 SC to 'Turn Key' level, any parts and services not manufactured/supplied by KiwiRaceCars.com (i.e paint job, gear box, motor, upholstery, stereo, GPS, Almac body etc etc) are the responsibility of their supplier not KiwiRaceCars.com therefore any faulty products or services that may arise on 'running in' your vehicle are between the purchaser and original supplier. KiwiRaceCars.com will not take responsibility for 'Third Party' parts and services or any freight/travel costs incurred as a result.
9. 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 KiwiRaceCars.com 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.
10. KiwiRaceCars.com shall not be liable for and the Purchaser shall indemnify and hold KiwiRaceCars.com 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 KiwiRaceCars.com is limited to the value of goods supplied by KiwiRaceCars.com to the Purchaser and is limited to damage to those goods.
11. KiwiRaceCars.com do not guarantee to keep all parts which are offered for sale in stock at any one time. KiwiRaceCars.com will not accept liability for the consequences of not being able to supply any particular items. KiwiRaceCars.com reserves the right to delete items offered for sale and will not accept liability for the consequences of discontinuing any product line.
12. KiwiRaceCars.com will ensure that any KiwiRaceCars.com 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 KiwiRaceCars.com shall not be liable for the cost of such alterations or tests.
13. 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.
14. Before any work commences, deposit must be paid, order form must be signed and Conditions of Sale must be read and initialed.

Any agreed progress payments must be made when required or all work may stop until done so. Full and final payment must be made on COMPLETION of order and prior to pick up or dispatch.

15. These conditions and this contract shall be subject to and construed in accordance with the laws of New Zealand.