



Terms of Sale

1. General

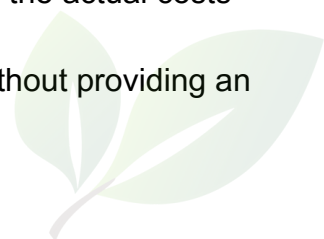
- 1.1 These terms and conditions apply to all agreements concluded by Ecosource (hereinafter referred to as "the Seller") with any third party (hereinafter referred to as "the Buyer"), or agreements resulting from them, as well as to all offers made by the Seller.
- 1.2 The applicability of the conditions used by the Buyer is hereby expressly rejected by the Seller.
- 1.3 The products listed in our catalogues and website may suffer minor adjustments in graphic reproduction. We recommend requesting samples in case of doubt. (Refer to our sample policy)
- 1.4 Ecosource reserves the right to modify prices without prior notice. The new prices will be published on our website.
- 1.5 Our prices do not include VAT/GST and are valid except for typographical errors.

2. Quotations and Orders

- 2.1 Quotations are provided without obligation and do not bind the Seller unless agreed in writing.
- 2.2 A contract is formed upon the Seller's written order confirmation or the actual fulfillment of the order. In the case of a written confirmation, it is considered to accurately reflect the agreement between the parties, and both parties are bound by its contents.
- 2.3 Representations and commitments made by the Seller's agents are only binding if confirmed in writing by the Seller.
- 2.4 Images, catalogues, samples, and drawings offer a general depiction of the Seller's products. Specifications such as dimensions, weights, or technical data provided in any offer are approximate unless explicitly guaranteed in writing. Industry-standard variations are acceptable.
- 2.5 Product-specific terms and conditions are outlined in our price list, and by placing an order, the Buyer is deemed to have accepted these terms as part of the contract.
- 2.6 Purchase orders, including those made online, should include all necessary details for proper processing: product code, description, quantity, color, special requests, etc.
- 2.7 It is the Buyer's responsibility to determine the suitability of the products for their intended use. Ecosource requires written confirmation of the approval of the print draft from the customer before proceeding with any customization of the ordered products.

3. Cancellation

- 3.1 In the event of an order cancellation, the Buyer will be responsible for covering the actual costs incurred, with a minimum charge of NZD 55.
- 3.2 The Seller reserves the right to cancel an order or refuse service to a Buyer without providing an explanation.



4. Freight Cost and Delivery

4.1 Our online prices include freight unless otherwise specified online or in quotes. Prices do not cover duties/taxes. We utilize carriers such as FedEx, UPS, and DHL for shipping.

4.2 Claims for open packages or lost items will not be accepted unless there is recorded proof of delivery at the time of delivery.

4.3 Orders placed online and sample deliveries are both subject to flat delivery rates; for details on sample delivery rates, please refer to our sample policy.

4.4 For sample delivery, flat rates apply - refer to our sample policy for details.

4.5 Transfer of Risk and Carrier Liability:

Responsibility for the goods transfers to the Buyer once Ecosource hands over the shipment to any freight carrier, courier, or third party for transport, regardless of who arranged the freight. This includes DHL, UPS, FedEx, or any other nominated carrier.

Ecosource will assist the Buyer in lodging claims with the freight provider in the event of damage, loss, or delay, but Ecosource shall not be liable for any delay, loss, or non-delivery caused by the carrier, customs, or other factors beyond its direct control.

Freight services are subject to the carrier's Terms & Conditions of Carriage, including any liability limitations (e.g., SDR-based compensation limits). Buyers are responsible for requesting or arranging additional insurance cover prior to dispatch if required.

4.6 Delays and Force Majeure:

Delivery times provided by Ecosource are good faith estimates only. Ecosource will not be liable for any loss, cost, or damage resulting from delay in delivery, including but not limited to indirect or consequential losses such as missed events, client penalties, or loss of profit.

Events beyond Ecosource's reasonable control (including but not limited to carrier delays, customs inspections, transport disruptions, weather, or strikes) shall not constitute a breach of contract.

4.7 Carrier Claims:

In the event of loss or damage during transit, the Buyer must notify Ecosource in writing within five (5) business days of delivery (or expected delivery for lost shipments) so that Ecosource may support a claim with the carrier. Ecosource's liability shall not exceed the compensation actually recovered from the freight carrier.

5. Insurance and Risk Mitigation

5.1 Standard freight is arranged on a limited liability basis under each carrier's Terms and Conditions. These typically limit compensation to a fixed rate per kilogram and exclude consequential losses.

5.2 Buyers are strongly advised to request additional Shipment Value Protection or arrange their own insurance if the goods' value exceeds the carrier's standard liability.

5.3 Ecosource will provide insurance quotes on request before shipment.

5.4 Ecosource is not liable for loss or damage occurring in transit once goods have been collected by a carrier, unless directly caused by Ecosource's negligence.



6. Returns

6.1 For any returns, please contact our sales department prior to returning any items. Returns will not be accepted for goods after 15 days from the delivery date or for printed items not produced by Ecosource.

6.2 Items must be returned in their original packaging and in pristine condition.

6.3 We do not accept returns of food products, USBs, electronics, gift hampers, or perishable items.

6.4 Any returns without prior written approval from us will not be accepted and will be sent back.

6.5 We do not offer refunds. Instead, we will provide a credit for any authorized returns

7. Payment Terms

All orders must be paid in full before production or dispatch.

- Prepayment Requirement: Orders are processed only once full payment has cleared in Ecosource's nominated account.
- Payment Methods: Stripe, PayPal, or direct bank transfer.
- Currency: All payments are in NZD unless otherwise stated in writing.
- Order Cancellation: Orders not paid within three (3) days of invoice or order confirmation may be automatically cancelled, and stock released.
- Ownership: Title to all goods remains with Ecosource until full payment has been received.

Ecosource does not offer credit or account facilities. Exceptions (if any) require prior written approval from management and may be revoked at any time.

8. Dispute Resolution and Governing Law

Any disputes arising out of these Terms or any sale by Ecosource shall be governed by the laws of New Zealand. In the event of loss or dispute involving a freight carrier, Ecosource's role is limited to assisting with the carrier's claims process. Ecosource's total liability shall in no case exceed the amount invoiced for the goods supplied. By placing an order, the Buyer acknowledges and agrees that delivery timeframes are estimates only, and that Ecosource is not liable for carrier or customs delays once the shipment has left its possession.

