

DRUM CITY Terms of Trade

29th June 2009

DEFINITIONS

“Drum City” is the trading name of Frank Gibson Percussion Ltd, an LAQC registered company of New Zealand.

“F.G.P.L.” shall mean Frank Gibson Percussion Ltd or any agents or employees thereof.

“Customer” shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from F.G.P.L.

CREDIT TERMS

Invoices are payable on the 20th of the month following the date of purchase.

OVERDUE ACCOUNTS

Unless prior arrangements have been made, we reserve the right to withhold further supply of goods.

Overdue accounts may incur a penalty of interest of 3.00% per month, or part month.

Accounts over 60 days can be charged account maintenance fee of \$15.00 per month

PRICING

All items shown in our price lists are Suggested Retail Price only. They are inclusive of GST and subject to change without notice. Errors and Omissions Excepted (E. & O.E.)

All items listed on our website are suggested retail only. They are inclusive of GST and subject to change without notice. Errors and Omissions Excepted (E. & O.E.)

BACK ORDERS

Back ordered stock may be canceled with 7 days of order date. After that date goods will be supplied at ruling prices on the date of dispatch from the warehouse.

FREIGHT

Freight will remain as an established charge when goods are returned through incorrect ordering by the Consignee.

CLAIMS

We are not liable for loss or damage incurred after the goods leave our hands.

Claims for loss or damage are your responsibility. The (carrier's) should be informed immediately. Notification of any items incorrectly supplied must be made within 7 days of receipt of goods.

TITLE

The title of goods does not pass to the purchaser until full payment is received by our bank. If full payment is not made in the satisfactory time, the customer will pay all collection costs and fees. The customer will pay for any damage, wear or depreciation on any goods returned or collected. The cost will be determined by F.G.P.L.

ACCEPTANCE

Any instructions received by F.G.P.L. or Drum City from the customer for the supply of goods shall constitute acceptance of the terms and conditions herein.