



Terms and Conditions

Acceptance of Terms and Conditions

1.1 Contracting the Supplier to carry out work or acceptance of a quote/contract provided by the Supplier constitutes acceptance by the customer of these terms and conditions.

Quotes and Estimates

2.1 All quotes or estimates are valid for 30 days, after which we reserve the right to amend if necessary to allow for price variances.

2.2 That the work quoted for will proceed smoothly and there are no unforeseen difficulties with the work or time delays caused by the customer or for reasons outside the Suppliers control.

2.3 Where additional services are required due to the discovery of hidden or unidentifiable difficulties, The Supplier has the right to adjust the quoted price accordingly. This includes and is not limited to poor weather, limitations to accessing the site, prerequisite work by any third party not being completed, change of design any of which are discovered on commencement of the order. The Supplier may at its option cancel this contract if agreement is not reached with the customer around any price difference.

2.4 No variations to the work originally quoted for shall be carried out without the agreement of both the customer and supplier.

2.5 Where the customer and the Supplier have agreed to the variation, the Supplier will be entitled to charge for the work involved in such variation at The Supplier's usual rate.

Price and Payment Terms

3.1 Payment terms are as indicated on any invoices and or quotes/contracts supplied by The Supplier. Standard payment terms will be 7 days, 14 days or 20th of the following month and will be stipulated on the customers invoice. Progress payments may be required in some instances, and this will be outlined in the quotation/contract by The Supplier.

3.2. Should a job be cancelled after acceptance of the quote, we (the supplier) have the right to deduct all costs incurred for materials and labour on that job to the customer.

3.3 All goods and services are supplied at the price ruling at delivery date and The Supplier reserves the right to pass on to the customer any price increase incurred after the date of any quote.

3.4 All prices as quoted are exclusive of goods and services tax unless otherwise stated.

3.5 Where there is an unforeseen price increase by a Supplier that has not been accounted for in our quote or estimate, the Supplier will supply a variation of the direct increase to the client with no margin being added. The variation will be supplied at the time of the increase and paid under the Suppliers normal terms, not at the end of the job.

3.6 Due to Covid, there have been some issues with product availability. Should there be a change of product after the quote has been accepted, The Supplier will consult with the client and make any changes to products as agreed. Any changes will be passed on as a variation and the quote adjusted. This will work if there is either an increase or decrease to the original product price.

3.7 If full payment is not made by the customer to the Supplier in accordance with clause 3.1 or 3.2, then the customer will be in default under this contract and the Supplier may exercise all of the rights and remedies set out in this contract and otherwise available within the law; and

3.8 The customer will pay an administration fee on overdue accounts of \$25.00 per calendar month.

3.9 The customer will be liable for all expenses incurred by the Supplier in recovering the debt including but not limited to collection agency fee, legal fees and court costs inclusive of the disputes tribunal.

3.10 The customer shall be liable to pay interest at the rate of 2% above the current bank overdraft interest rate on all overdue accounts at The Supplier's discretion.

Variations: Materials supply, Dimensions, Plans and Specifications:

4.1 Any variations to the original quotes will be documented by the Supplier and are to be signed and accepted by the customer before work resumes. The account for the variation will be issued with your invoice and be paid under our normal payment terms.

4.2 The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other relevant information supplied by the client. It shall be the client's responsibility to check all measurements and specifications supplied in any quote or estimate prior to acceptance or approval. Should there be any changes required, this must be advised to the Supplier in writing prior to placing any order or accepting any quote. Any extra costs due to incorrect information being supplied will be met by the client.

Returns and Cancellations

When items are returned, a 10% restocking fee will be applicable. Once a quote is accepted and the request is subsequently cancelled, an administration fee of \$100 will apply. If material has already been purchased prior to cancellation, a 10% restocking fee on the material will also be applicable and payable.

Liability on Claims

5.1 All claims against the Supplier by the customer must be made in writing within 7 working days of receipt of the Suppliers invoice.

5.2 The Supplier reserves the right at its discretion to repair or replace goods or to credit the portion of the price applicable to the goods and services in respect of any claims accepted.

5.3 The Supplier will use its best endeavors to enforce any guarantees or warranties given by the manufacturer of any goods supplied by the Supplier.

5.4 In any event the total liability to the Supplier for any loss arising from any defect or non-compliance of the goods and services or any other breach by the Supplier of its obligations under this agreement will not in any circumstances exceed the price quoted by The Supplier.

Ownership

6.1 Property in and ownership of the goods remains with the Supplier until all money the customer owes to The Supplier has been paid in full.

6.2 The Supplier reserves the right to register its financial interest in the goods or service on the Personal Property Securities Register.

6.3 If the customer is in default under these terms and conditions, then the Supplier will be entitled without notice to repossess the secured goods. The customer authorises the Supplier or its representatives, servants, agents or employees to enter the property where the secured goods are situated for the purpose of repossession. The Supplier will not be liable for any costs, expenses, damage or loss of any kind suffered by the customer because of repossession.

6.4 Any repossessed goods may be disposed of at the discretion of the Supplier and any monies gained shall first be deducted from any money the customer owes the Supplier including any interest due and any expense occurred by The Supplier in enforcing its rights. Any surplus will pass on to the customer.

Consumer Guarantees Act

7.1 Where the Supplier is supplying goods and services to the customer for business purposes within the meaning of the Consumer Guarantees Act 1993, pursuant to section 43 the provision of that act will not apply to this agreement.

Information and Privacy Act

8.1 For the purpose of facilitating the efficient running of the Supplier's business, the customer authorizes the Supplier to collect all the information it may require from any third parties and authorises those third parties to release that information to the Supplier.

8.2 The customer agrees that this information may be passed on to a third party or to any other person to facilitate collection of debts from the customer.

8.3 Such information will be accessible to any of the Supplier's employees and agents who need access to it for the efficient running of The Supplier's business.

8.4 The customer may request access to and correction of this information at any time.

8.5 The Supplier will comply with all requirements under the Privacy Act 2020

Construction Contracts Act 2002

9.1 Where not covered in these terms of trade or altered under mutual agreement, the default provisions in the Construction Contracts Act 2002 will be applied to any payment claims

9.2 Disputes will be referred to the adjudicator under the provisions in the Act.

9.3 We reserve the right to suspend work as allowed in the provisions in the Act

Personal Properties Security Act 1999:

10.1 The customer agrees that the provisions herein constitute a Security Interest in Personal Property (as those terms defined in the Personal Properties Securities Act 1999 ("PPSA") in respect of which the contractor may register a financing statement on the Personal Property Securities Register.

10.2 The customer hereby waives its rights contained in sections 116,119,120(2), 121,125,126,127,129,131 and 132 of the PPSA.

10.3 The Customer grants The Supplier general Security Interest in all present and after acquired assets to secure payment of the purchase price and in all proceeds the Buyer receives from selling Goods as defined in the Personal Property Securities Act 1999 ("PPSA") supplied by The Supplier

10.4 Each security interest created under these Terms is a continuing security, notwithstanding any intermediate payments or settlements of accounts or anything else and is in addition to and is not to be merged with any other security or guarantee expressed or intended to be security for any Secured Indebtedness or any obligations owing by the Customer to The Supplier or any Related Company.

Delivery & Risk

11.1 Risk in goods supplied will pass to the customer when the goods are delivered to the delivery point.

Health and Safety:

12.1 The Supplier will be responsible for their own safety and health. The Supplier must comply with the Health and Safety at Work Act 2015, any regulations made under the Act, and any health and safety policies, directives, or procedures of the business.

Definitions

The Supplier – Custom Facia and Spouting Ltd

Customer- Any person or entity that engages Custom Facia and Spouting Ltd for the supply of goods and or services.