

Terms and Conditions of Trade

The following terms and conditions apply where WNZ (WNZ) supplies Goods or Services to a person, firm or company (the Client) which WNZ believes will be used in the course of trade, and the terms of the Consumer Guarantees Act 1993 shall not apply. These terms may be updated by WNZ from time to time, and such updated terms will apply to all orders placed after such updated terms are published on WNZ's website. Current terms may also be obtained on request from WNZ. Consumers (as that term is defined in the Consumer Guarantees Act 1993) must contract with WNZ on WNZ's retail terms of trade.

1. CONTRACT FORMATION

a. A binding contract will form between the parties on notification to WNZ of the Client's acceptance of WNZ's quotation or WNZ's acceptance of the Client's purchase order, and these terms (as may be updated by WNZ from time to time) will apply to such contract regardless of any terms which may be included on the Client's purchase order.

2. PRICE, GST AND INSTALLATION CHARGES

a. All orders for Goods and Services shall be filled at the prices set out in WNZ's valid written quotation or WNZ's current price list as at the date of supply of the order by WNZ.
b. We may withdraw any quotation before it is accepted, and in any event any quotation will lapse, without notice, 90 days after it is given, unless a deposit has been paid.
c. Unless stated otherwise, all prices quoted by WNZ are inclusive of GST, transport and other taxes which are payable by the Client.
d. Unless otherwise noted, the charges in a fully installed system quote are standard installation charges assuming pipes are stapled directly to the polystyrene, feeder pipes are installed through the slab within the building footprint, heat pump unit(s) are installed against the property on levelled ground and only 3 trips required for 3 installation stages.
e. Items that are NOT INCLUDED in the standard installation costs, unless otherwise noted, including but not limited to the following: polystyrene slab insulation, marking of interior walls, doors, kitchen benches, cupboards etc., feeder pipes installed through walls and/or ceiling cavities, landscaping and ground preparation including drainage and concrete pads, extension of feeder pipes and wiring, wall mounting brackets, manifold covers.
f. Design Producer Statements for the consent process with councils are provided as necessary and the cost is not included in this quote.

3. VARIATIONS

a. Any variations to this quote must be agreed by WNZ Ltd and confirmed in writing. Extra charges will occur for variations. This includes, but not limited to any changes to previously confirmed equipment positions once they have been piped and the removal and re-instating of already installed equipment due to circumstances outside of our control. Specific stage site visits, which are sufficient to complete the installation, have been allowed for in this quote. If work is held up or hindered by other contractors, the Client or the building company, and therefore site visits are wasted or extra visits required, these will be invoiced in addition to the amount stated in the quote.
b. WNZ reserves the right to revise at any time of the quantity or type of Goods or Services supplied to the Client if it believes that other Goods or Services supplied by WNZ can fulfil the same function.

4. INVOICING & TERMS OF PAYMENT

a. Once pipelay is paid, the quoted price is valid until the completion of the build as long as this is less than one year. (Please contact us if the build time exceeds this).
b. For trade equipment supplies, The payment for Goods, equipment and/or Services shall be made within seven working days of date of invoice, unless prior written arrangement has been made with WNZ. Clients with agreed credit accounts with WNZ must pay in full by the 20th of the month following invoice.
c. Payment of all moneys is to be without set-off or deduction of any kind.
d. Any expenses, disbursements and costs incurred by WNZ in the enforcement of any rights will be payable by the Client, including all legal fees and/or debt collection fees.
e. If full payment of any invoice is not made on the due date then without prejudice to any other remedies available to us: we may cancel or withhold supply of further Goods or Services.

5. OWNERSHIP

a. Ownership of Goods shall not pass upon delivery and remains with WNZ until payment for the Goods is made in full and the Client authorises WNZ to register a financing statement on the Personal Property Securities Register to protect WNZ's position.
b. If any of the Goods are installed in or affixed to and become an accession to other Goods, the Security Interest continues in the accession in accordance with the PPSA. If the Goods become affixed to land then, provided that the Goods can be separated from the land to which they are affixed, they remain WNZ's property and we may uplift and retake possession of the Goods if the Client fails to meet their obligations under these Terms.

6. CREDIT INFORMATION

a. The Client consents to WNZ making enquiries of, obtaining any information from and providing information to, any financier or credit rating agency about the financial standing and credit worthiness of the Client.

7. DELAY AND DELIVERY

a. WNZ is not liable to the Client for any delay or failure to supply Goods or Services. Dates given by WNZ shall be indicative only and shall not be part of the conditions of sale. WNZ shall not be liable to the Client for any loss of revenue or profits or any consequential loss of damages for failure to deliver on any indicative date given.
b. Goods or Services will be supplied by WNZ during regular working hours on regular working days. If for any reason the Client requests WNZ to supply Goods or Services outside regular working hours, any overtime or any such additional expenses shall be paid by the Client as part of the price at WNZ's then current labour rates.
c. Extra costs incurred by WNZ due to cessation of work or increased work occasioned by the Client's instructions or lack of clear instructions, mistakes (other than by WNZ), or work for which WNZ is not responsible shall be reimbursed by the Client to WNZ on invoice.

8. CLAIMS, LOSS OR DAMAGE TO GOODS

a. Goods supplied shall be examined by the Client promptly upon delivery. Any damage or issue shall be reported to WNZ immediately, including photographs to be emailed, in accordance with WNZ's Warranty and Returns procedures as set out on WNZ's website and available to the Client on request. To the full extent permitted by law no claim will be recognized by WNZ unless the claim is made as soon as is reasonably possible and in any event within five (5) days after delivery of the Goods to which the claim relates.
b. WNZ is not liable for any loss or damage to Goods or equipment following despatch from WNZ. Any costs arising from loss or damage to Goods or equipment on the Client's site must be paid by the Client.
c. Claims for loss in transit shall be made against the carrier in accordance with the provisions of the Carriage of Goods Acts 1979.

9. RETURN OF GOODS

a. The Client must obtain WNZ's written approval before returning any Goods in accordance with the WNZ Returns Policy.
b. Goods may be returned for credit if:-they do not comply with the description under which they were sold;-they are not of merchantable quality; and/or -they are not reasonably fit for the purpose that WNZ knew they were intended for.

11. LIMITATION OF LIABILITY

a. WNZ applies the warranty of the manufacturer(s) of the Goods sold to the Client, provided the Client's claim is within the provisions of the manufacturer's warranty in relation to the relevant Goods. WNZ shall, at its discretion, repair or replace the defective Goods, or refund the purchase price to the Client, provided:-the Goods have not been used or installed incorrectly or Powemisused by the Client; and-the Client has supplied all relevant data and the invoice relating to the Goods when requested to do so by WNZ.
b. To the full extent permitted by law, WNZ will in no circumstances be liable to the Client for any loss, damage or expense, sustained or incurred, by the Client or any other party, whether direct or indirect, special or consequential, howsoever caused, arising directly or indirectly out of any act or omission by WNZ. WNZ's liability to the Client, if any, in contract, tort or otherwise, will be limited to the cost of repair or replacement of the relevant part, and in the case of Services, to the invoice value of the relevant Service, and in all instances any liability shall be reduced by the extent to which the Client contributed to the costs or loss.

12. BREACH

a. WNZ reserves the right to terminate supply of Goods and/or Services to the Client immediately upon the Client being in material breach of these Terms, and material breach shall include but not be limited to failure to pay any sums due by their due date.

13. NO WAIVER

a. Any delay or failure to enforce any of these terms shall not be a waiver of such term, and any waiver on any occasion shall not be a waiver on any subsequent occasion.

14. ENTIRE AGREEMENT

a. No waiver, change or modification of any of these terms or conditions or any additional terms and condition shall be binding on WNZ unless in writing signed by an authorized officer of WNZ.

15. GOVERNING LAW

a. These terms shall be governed by New Zealand law.

16. PRIVACY POLICY

a. WNZ recognises the importance of protecting your privacy. We comply with our obligations under the Privacy Act 1993 when handling personal information.

17. INTELLECTUAL PROPERTY

a. The Client agrees that WNZ may use any documents, designs, drawings and photography associated with the Client's project for the purposes of advertising, public relations, marketing, or entry into any competition.

OFFICE: 5/4 O'Briens Road, Sockburn, Christchurch 8042

POSTAL: 5/4 O'Briens Road, Sockburn, Christchurch 8042

P: 0800 477 778 **E:** info@warmth.nz **W:** www.warmth.nz