

Terms and Conditions of Supply of Goods and Services

Calitec Hot Water Systems Ltd.



Acceptance of Terms and Conditions

- 1.1 Contracting the supplier to carry out work or acceptance of a quote 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 If additional work is required that could not be foreseen by the supplier at the time of providing the quote, then the supplier may at its option either cancel this contract or charge for such additional work at the supplier's usual rate.
- 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

- 3.1 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.
- 3.2 All prices as quoted are exclusive of goods and services tax unless otherwise stated.

Payment

- 4.1 The Customer shall pay the price (including any additional charges) to the supplier in the following manner:
 - 4.1.1 As set out by the supplier in the written quotation/estimate/contract
- 4.2 If full payment is not made by the customer to the supplier in accordance with clause
 - 4.2.1 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
 - 4.2.2 The customer will pay an administration fee on overdue accounts of \$15.00 per calendar month.
 - 4.2.3 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.
 - 4.2.4 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

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 supplier's 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 goods supplied by the supplier.

- 5.4 In any event the total liability of 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 as a result 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 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 information it may require from any third parties and authorizes those third parties to release that information to the supplier.
- 8.2 The customer agrees that this information may be passed 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.

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

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 Calitec Hot Water Ltd. will be responsible for their own safety and health. Calitec Hot Water Systems Ltd. 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

Supplier – Calitec Hot Water Systems Ltd

Customer- Any person or entity that engages Calitec Hot Water Systems Ltd for the supply of goods and or services.

Feb 2019