



Terms & Conditions of Sale

The Agreement

These conditions of sale and the attached quotation form the entire agreement between the customer & seller which excludes all previous representations, suggestions, statutory conditions & warranties.

If the buyer is acting on behalf of a trust or company and requires the invoices made to this entity, then this must be made clear to the seller prior to acceptance.

Acceptance

Initial Acceptance of our Quotation can be notified by return email. This shall form the binding contract with the seller which may be varied or cancelled ONLY with the written agreement of both parties.

Deposit Payment

Once the quotation is accepted, the customer must make an initial holding deposit payment into the sellers nominated bank account.

A final site measure will be required to be undertaken by the seller. If there are changes to the specifications & sizes found or requested and agreed to between parties then the quotation may be subject to increase or decreases which will be confirmed in writing prior to placing the order with the sellers supplier.

Shortly after the site measure the buyer must increase the holding deposit payment up to 50% of the quotation value (inclusive of GST). From this point onwards, materials will have been ordered for the job. Cancellation or changes to the quotation will be subject to the sellers suppliers costs incurred up to that date. The buyer accepts that the repayment of the deposit may not be in full.

Leadtime & Supply

Any supply lead time advised is an estimate only and subject to the sellers suppliers lead time and/or the sellers upcoming workload and schedule.

Leadtime is taken from date of receipt of the 50% deposit into the sellers nominated bank account.

Site Works

The sellers site work will be completed to our understanding of the External Moisture part of the building code E2/AS1 and in conjunction with Window Association of NZ (WANZ) guidelines and best practice techniques.

In General - We have not allowed for :- removal replacement or cutdown of existing blinds or curtains, shifting of furniture, any & all final painting, gib stopping & tiling as a result of undertaking our work.

Clean-up – Our site work is an invasive process and although we use drop cloths and vacuum cleaners and endeavour to clean the areas that we work, there is likely to be remaining dust during & afterwards. We have not allowed for nor accept any costs for house or carpet cleaning.

Disagreement

In the event of a disagreement at any time of the dealings, the seller at its discretion will place any order on hold or cease site works and notify the buyer in writing within 12 hrs. Final agreement must be confirmed acceptable by both parties in writing before works can continue. The seller will not be liable for losses, damages and expenses incurred by the buyer as a result of this event.

Warranties & Defects

Where manufactured goods are provided by the sellers suppliers, a manufacturing producer statement (PS 3) can be supplied. Further to this a 5 year guarantee is available for the product supplied, which covers the workmanship & components – subject to the suppliers warranty terms & conditions. The buyer is to notify the seller in writing within 7 days advising all / any queries regarding defects. The seller will be given access to inspect, and at its discretion - repair or replace defective goods within 14 days of notification from the buyer.

Warranties will be void if the seller has not received payment in full. At no time will the seller be liable for consequential loss or damage.

Final Payment

Final payment will be payable within 7 days of the seller emailing the final invoice.

The buyer shall indemnify the seller and be liable for all losses, damages and expenses incurred by the seller, as a result of attempt to collect the non-payment of any amount or any breach of its obligations in this agreement. Interest will be charged, to the buyer, on a daily basis at a trading bank overdraft rate for any unpaid amount.

I have read & agree to the terms and conditions of trade.

Customer

Signed

Home Address

Home Phone