

Terms and Conditions of Trade

The following terms and conditions apply where Central Heating New Zealand Limited (CHNZ) supplies goods or services to a person, firm or company (the Client) which CHNZ 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 CHNZ from time to time, and such updated terms will apply to all orders placed after such updated terms are published on CHNZ's website. Current terms may also be obtained on request from CHNZ.

Consumers (as that term is defined in the Consumer Guarantees Act 1993) must contract with CHNZ on CHNZ's retail terms of trade.

1. CONTRACT FORMATION

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

2. OWNERSHIP

- a. Ownership of goods remains with CHNZ until payment for the goods is made in full and the Client authorises CHNZ to register a financing statement on the Personal Property Securities Register to protect CHNZ's position.

3. PRICE

- a. All orders for goods and services shall be filled at the prices set out in CHNZ's valid written quotation or CHNZ's current price list as at the date of supply of the order by CHNZ.
- b. Unless stated otherwise, all prices quoted by CHNZ are exclusive of GST and other taxes which are payable by the Client.
- c. Unless stated otherwise, all prices quoted by CHNZ include the cost of transport. Additional freight charges will be incurred by the Client for tanks, bunds, thermal stores or rural delivery.

4. TERMS OF PAYMENT

- a. 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 CHNZ. Clients with agreed credit accounts with CHNZ must pay in full by the 20th of the month following invoice.
- b. If full payment is not made by the Client on the due date, the Client must pay interest at a rate equal to 5% above the current overdraft rate which CHNZ has with its principal trading bank.
- c. Payment of all moneys is to be without set-off or deduction of any kind.
- d. Any expenses, disbursements and costs incurred by CHNZ in the enforcement of any rights will be payable by the Client, including all legal fees and/or debt collection fees.

5. CREDIT INFORMATION

- a. The Client consents to CHNZ 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.

6. DELAY AND DELIVERY

- a. CHNZ is not liable to the Client for any delay or failure to supply goods or services. Dates given by CHNZ shall be indicative only and shall not be part of the conditions of sale. CHNZ 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 CHNZ during regular working hours on regular working days. If for any reason the Client requests CHNZ 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 CHNZ's then current labour rates.
- c. Extra costs incurred by CHNZ due to cessation of work or increased work occasioned by the Client's instructions or lack of clear instructions, mistakes (other than by CHNZ), or work for which CHNZ is not responsible shall be reimbursed by the Client to CHNZ on invoice.

7. VARIATIONS

- a. CHNZ 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 CHNZ can fulfil the same function.

8. CLAIMS

- a. Goods supplied shall be examined by the Client promptly upon delivery. Any damage or issue shall be reported to CHNZ immediately, including photographs to be emailed, in accordance with CHNZ's Warranty and Returns procedures as set out on CHNZ's website and available to the Client on request. To the full extent permitted by law no claim will be recognized by CHNZ 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. 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 CHNZ's written approval before returning any goods in accordance with the CHNZ 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 CHNZ knew they were intended for.

10. LOSS OR DAMAGE TO GOODS

- a. CHNZ is not liable for any loss or damage to goods or equipment following despatch from CHNZ. Any costs arising from loss or damage to goods or equipment on the Client's site must be paid by the Client.

11. LIMITATION OF LIABILITY

- a. CHNZ 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. CHNZ 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 misused by the Client; and
 - the Client has supplied all relevant data and the invoice relating to the goods when requested to do so by CHNZ.
- b. To the full extent permitted by law, CHNZ 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 CHNZ. CHNZ'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. CHNZ 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 CHNZ unless in writing signed by an authorized officer of CHNZ.

15. GOVERNING LAW

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

16. PRIVACY POLICY

- a. CHNZ 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 CHNZ 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.

