



TERMS AND CONDITIONS OF TRADE WAIKATO INSULATION LIMITED

ACCEPTANCE

Any instructions received by Waikato Insulation Ltd from the Customer for the supply of Goods or Services shall constitute acceptance of the terms and conditions.

PAYMENT

Payment for all goods or services shall be made in full within 2 working days after the invoice is provided from Waikato Insulation Ltd.

A late payment may be charged to the customer on any amount owing after the 2 days have provided at the rate of 2.5% per week/month of late payment, unless another payment arrangement is organized by Waikato Insulation Ltd.

Waikato Insulation Ltd reserves the right to charge a reasonable 'Postponement Fee' if for no fault of Waikato Healthy Homes, the staff and management arrive at the site at agreed time and the agreed scope of work is unavailable or unable to be carried out within at least two business days. Notice must be provided by the customer to Waikato Healthy Homes of the expected delay and new start time must be agreed by both parties.

Any expenses, disbursements and legal costs incurred by Waikato Insulation in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

Payment can be made directly to our bank account ANZ 06-0257-0246399-00 using the invoice number as the reference. No Credit Card facilities are available.

QUOTATION

When a quotation is given by Waikato Insulation Ltd for goods or services: the quotation will be valid for 30 days from the date of issue; and the quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary. Where goods or services are required in addition to the quotation the Customer agrees to pay for the additional cost of goods or services.

AGENCY

Where Waikato Insulation Ltd enters into a contract it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.



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LIABILITY

Waikato Insulation Ltd will not fall liable for any loss or damage incurred by the Customer or another person whether such loss or damage arises directly or indirectly from goods or services that are provided by Waikato Healthy Homes Ltd to the customer; nor will they fall liable for any injury or health issues that occur.

CANCELLATION

Waikato Insulation Ltd has the right to put on hold or cancel a whole or part of a contract for the supply of goods or services to the customer, 48 hours' notice will be provided should such event occur.

TITLE

Title in all Goods that Waikato Insulation supplies to the Customer remains with Waikato Insulation until full payment for the Goods has been received.

If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with Waikato Insulation until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to Waikato Insulation as security for the full satisfaction by the Customer of the full amount owing between Waikato Insulation and the Customer.

Customer grants to Waikato Insulation or its agents and employees a licence to enter onto the Customer's premises (or the premises of any associated company or agent) to take possession of any of the Goods to which Waikato Insulation has title. The Customer releases and indemnifies Waikato Insulation and its employees in respect of any liability arising from the exercise of any rights under the licence. If in breach of these terms, the Customer purports to sell any Goods belonging to Waikato Insulation, then the Customer must keep the proceeds of the purported sale in a separate identifiable account and hold them on trust for Waikato Insulation until it has been paid in full. The Customer must pay all amounts owed to Waikato Insulation from such proceeds, on demand.

The Customer indemnifies Waikato Insulation in respect of all costs it reasonably incurs and liability it incurs in the exercise of rights to recover goods belonging to it.



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Warranty

No representation, condition, warranty or premise expressed or implied by law or otherwise applies to Goods or Services except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.

The relevant warranty provided by Waikato Insulation for products supplied and the conditions that apply to that warranty, are set out in the current technical literature for each product, or on the Waikato Insulation (or Waikato Insulation suppliers') website/s. The Warranties and their conditions are deemed to form part of these Terms and Conditions.

Cancellation

Waikato Insulation shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods or services to the Customer if the Customer fails to pay any money owing after the due date or the Customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.

Any cancellation or suspension under clause 17.1 of this agreement shall not affect Waikato Insulations' claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to Waikato Insulation under this contract.