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## Welcome to Finesse

**Finesse Joinery Limited** – “Finesse” will work with you to ensure that the journey from design to the successful installation of the kitchen\* you want is a positive experience.

Having a new kitchen custom built involves a number of steps which can vary depending on whether you are having a new home built or an existing home renovated. The following information is provided to help ensure you are fully informed of these steps. Please contact us if you have any questions.

(\* “kitchen” in this document also includes any other work being completed by Finesse ie kitchen, laundry, study nooks and shelving).

### Concept Designs

One of our experienced designers will meet with you either in our showroom at 23 Mandeville Street (opposite Placemakers, Riccarton) or in your own home where you can discuss design, colours, benchtops, handles and budget. After this initial meeting our designer will prepare and then discuss a Concept Plan for you. Once you are happy that our designers have correctly interpreted your wishes then a quote will be prepared.

The preparation of Concept Plans and detailed Production Plans takes a considerable amount of staff time. While we welcome competitive pricing we advise that all plans remain the property of Finesse and must not be given or copied to any other person.

If you wish to give our plans to an alternative supplier then plans (which will include measurements) can be purchased from Finesse. If you subsequently choose Finesse for your kitchen joinery the price paid for the plans will be deducted from the kitchen price. The price for plans will be 3% (Plus GST) of the quoted value including options – minimum \$300.

### Our Quote

Our quote may include:-

- ✓ Various options for your consideration and approval
- ✓ Total price and deposit required.
- ✓ Cabinetry type and colour
- ✓ Benchtop type, colour and thickness
- ✓ Sink type
- ✓ Accessories including cutlery trays, pull out racks, soft close drawers/cupboards, rubbish bins etc.
- ✓ Delivery and Installation

## ✓ Payment Terms

Our quote excludes the following unless specifically noted;-

- ✖ Painting, electrical or plumbing work
- ✖ Removal of any existing kitchen
- ✖ Straightening walls or floors
- ✖ Appliances and appliance installation.
- ✖ Installing range hoods etc and associated ducting.

Once accepted by you, our quote, plans, together with this information (including “The Small Print”) will form the agreement between Finesse and you.

## **Production Plans**

Once our Quote has been accepted and any deposit due paid (see “Paying for your Kitchen”) our team can progress to preparing more detailed Production Plans which are then discussed with you. Details such as handle placement, pattern direction etc will be confirmed at this time. From this point our Production Manager will take control of your project and will keep you informed of progress.

## **Variations**

We appreciate that as your project develops you may seek some variations to the design or the appliances you have chosen. We will advise if proposed variations affect our quoted price and/or would delay the delivery time, and seek your confirmation before continuing with any such changes. Late variations may incur a management fee.

## **Site Measurements**

Initial measurements for design will be based on, for new homes, the house plans or, for existing homes, a preliminary site visit and measure. Just prior to the actual manufacture of your kitchen and benchtop(s), a detailed site measure will be completed. This may result in minor variations to plans. Any major variations will need to be signed off by you. Finesse will not be responsible for any changes made to the building after final measurements are taken for Production – please ensure our Production Manager is kept advised of any such changes.

## **Appliances**

Your kitchen will be custom built to suit the appliances of your choice. We need early confirmation from you of all appliances and their specifications to enable us to complete the detailed Production plans.

Our Production Manager will advise you if any appliances are required to be pre-fitted during production and by what date you would need to arrange their delivery to our factory. Your appliances will be covered by our insurance while at our factory and while in transit to site. You should ensure they are covered by your insurance once they are delivered to site.

## **Pre Delivery Inspection**

Your new kitchen will be manufactured and then assembled in our factory at 423 Main North Road immediately prior to delivery. Our Production Manager will contact you to arrange for you to inspect the kitchen at this time. The balance of the total kitchen price is payable prior to delivery and installation (See “Paying for your Kitchen”).

### **Delivery/Installation**

We aim to ensure your kitchen is delivered and installed on the date required by you.

You will need to ensure our delivery team has clear access to your site and the kitchen area is ready for installation. You will need to keep our Production Manager informed of any delays. If the installation date is delayed by you we will make every effort to install on the revised date but this is dependant on our commitment to other clients and the availability of our delivery and installation teams. If the delivery of the kitchen is postponed by you with less than 3 days notice then a fee may be charged.

Most installations take 1 – 3 days however in some cases, particularly if the benchtop requires a template after the base cabinetry is installed, and then final completion may be 2 – 3 weeks after the initial installation.

### **Quality**

We expect high standards of workmanship from our staff, contractors and suppliers. If you notice any faults or damage to your kitchen you should report them to our Production Manager within 3 days of installation. Finesse will not be responsible for any additional damage caused by the continued use of damaged components or for damage by other tradesmen etc on site.

### **Paying for your Kitchen**

“20/60/20” - Generally, unless you are using a builder who has builder’s terms pre-arranged with Finesse, a **20% deposit** is required on your acceptance of our quote. This deposit confirms your commitment to Finesse and secures our commitment to you. We can then schedule your kitchen into our manufacturing and installation processes and order various accessories and components including the benchtop(s). A **progress payment of 60%** will be required prior to delivery. The **balance (20%)** will be payable within 7 days after installation. If the kitchen is being installed by your own installer for payment will be required before the kitchen is uplifted from our factory.

As your kitchen includes custom made cabinetry and a benchtop(s) unique to your requirements, deposits paid are non refundable.

If your kitchen is part of new home being built under Contract to a builder with builders terms arranged with Finesse, then the Contract may include a “PC Sum” for the kitchen. This is the amount allowed for your kitchen and is included in the total price payable by you to the builder for the new home. Finesse will invoice your builder for kitchens up to this amount. If the kitchen is more than this amount then the excess is added to the house cost as a variation or extra. Alternatively the builder may require that the excess is paid by you directly to Finesse in which case we will invoice you for payment prior to the kitchen being installed.

We reserve the right to repossess kitchens, benchtops and accessories etc not paid for (see Clauses 6 & 10 of “The Small Print”).

# The Small Print

## **FINESSE JOINERY LIMITED – CONDITIONS OF SALE [Goods]**

### **1. Interpretation**

1.1 These conditions of sale are entered into on behalf of and are intended to bind and be for the benefit of the Supplier and the Supplier's successors and assigns.

1.2 In these conditions:

"**Supplier**" means **FINESSE JOINERY LIMITED**.

"**buyer**" means the person, firm or company buying the goods from the Supplier or the credit account applicant.

"**goods**" means the goods being purchased by the buyer from the Supplier which are the subject of the contract and "personal property" has the same meaning.

"**contract**" means the contract between the Supplier and the Buyer for goods detailed in the quote accepted by the buyer for the purchase of the goods..

"**contract price**" means price of the goods detailed in the quote accepted by the buyer, subject to any variation in accordance with clauses 3..

"**person**" includes a corporation, association, firm, Supplier, partnership or individual.

### **2.0 Payment**

2..1 All payments for goods are due (without deduction) on the due date shown on the Supplier invoice.

### **3.0 Interest For Late Payment**

Interest at the Supplier's bank base rate plus 5% per annum calculated on a daily basis is payable on any moneys outstanding under the contract from the date payment was due until the date payment is received by the Supplier whether before or after judgement but without prejudice to the Supplier's other rights in respect of non-payment or late payment.

### **4.0 Inspection**

Within 3 days of the date of installation, the buyer must inspect the goods including appliances and inform the Supplier of any shortfall or damage to them. If the buyer does not the buyer will be deemed to have accepted the goods as complying with its order and the Supplier will be under no liability to the buyer.

In respect of any shortfall the Supplier's liability to the buyer is limited to making up that shortfall.

In respect of any damage to the goods (except damage caused by the buyer the Supplier's liability to the buyer is limited to either replacing the goods or (at its discretion and if the goods are capable of repair) repairing them.

### **5.0 Risk**

Risk of any loss, damage or deterioration of or to the goods is to be borne by the buyer from the date of delivery of the goods.

### **6.0 Retention of Title**

6.1 The legal and equitable ownership of the goods supplied will remain with the Supplier until payment has been made in full of the purchase price for the goods, and of all moneys for the time being due and owing to the Supplier.

6.2 If the goods have been mixed with or incorporated into other goods or products so that it is impossible or impracticable to remove the goods supplied then the Supplier will be co-owner of the mixed goods or new products in proportion to the contribution made by the Supplier's goods to the mixed goods or new products.

6.3 If the buyer resells the goods, regardless of any period of credit, before payment is made of all sums owing (or payment simply incorporating those goods) to the Supplier, then:

a. As between the buyer and its purchaser, the buyer is a principal and not the agent of the Supplier.

b. The buyer will pay all proceeds of sale of the goods to its account with the Supplier, and the buyer will pay or deal with the proceeds in accordance with any directions given by the Supplier. This will occur whether the account is in credit or debit at the relevant time.

c. Until the buyer accounts to the Supplier, the proceeds of sale are deemed to be held by the buyer in trust for the Supplier.

d. The Supplier is entitled to demand that the buyer exercise all of its available rights to enforce payment by the person or persons to whom the goods have been or will be sold or supplied. However, that will not affect any other rights and remedies of the Supplier as against the buyer.

6.4 If default is made in the payment of the purchase price of the goods or of the other money referred to, the Supplier may repossess the goods and dispose of them as it sees fit, may stop any further deliveries, and may cancel any contract with the buyer. For the purposes of repossession the Supplier and its agents are irrevocably authorised to enter any premises of the buyer or any third party and the buyer agrees to indemnify the Supplier and its agents for any liability arising from any act or trespass committed by such entry. If before or after default the goods are incorporated in other goods, but in either case remain identifiable and can be removed (with or without damage to the goods or other things) the Supplier's right of removal shall not be extinguished by their being so incorporated or attached.

### **7.Delay**

7.1 If the supply or delivery of the goods is delayed by reason of or as a result of any act, omission, default or request by or on behalf of the buyer, the Supplier may, without prejudice to its other right and remedies, require payment by the buyer of such portion of the contract price as represents the extent to which the Supplier has performed the contract up to the date such payment is required together with any expenses or additional costs incurred by the Supplier as a result of such delay. In the event of such delay continuing beyond a reasonable time, the Supplier may, without prejudice to its other remedies, terminate the contract.

### **8.Exclusion Of Warranty & Liability**

8.1 Except as expressly set out in this document, all representations, conditions and warranties (express or implied) applying between the Supplier and the buyer, whether statutory or otherwise are excluded.

8.2 The entire liability of the Supplier to the buyer, or any other person, whether statutory, contractual, tortious or otherwise, is limited to the cost of repair or replacement of the goods.

8.3 In the event that the goods or any of their components are not manufactured by the Supplier, then the foregoing warranty does not apply to such goods components as are not manufactured by the Supplier and no warranties are given by the Supplier in respect of such goods or components. In the case where the manufacturer or supplier of any such goods or components provides any warranty, then the Supplier (to the extent that it is able to do so) will make such warranty available to the buyer.

## **9. Default**

If the Buyer defaults in the due payment of any moneys payable to the Supplier under the contract or if the buyer commits any act of bankruptcy, enters into any composition or arrangement with its creditors or (in the case of a company) does any act which would render it liable to be wound up or have a receiver appointed over its property, the Supplier, without prejudice to any other right it has at law or in equity, may, at its option, suspend or terminate the contract, and payment for the goods delivered and work performed up to the date of such suspension or termination and any other moneys payable hereunder will immediately become due and payable.

## **10. Contract**

The items contained in the Supplier's confirmation of order (where the contract arises from an order by the buyer) together with these terms and conditions are the conditions of the contract.

The buyer acknowledges and agrees that in the case of any conflict between an order submitted by the buyer and the Supplier's confirmation of order and these terms and conditions, the Supplier's confirmation of order and these terms and conditions prevail.

## **11. Waiver**

All the original rights, powers, exemptions and remedies of the Supplier remain in full force notwithstanding any neglect, forbearance or delay in their enforcement.

The Supplier is not deemed to have waived any condition unless such waiver is in writing under signature of the Supplier or its authorised officer and any such waiver, unless the contrary is expressly stated, applies to and operates only in a particular transaction, dealing or matter.

## **12. No Assignment**

The buyer may not assign all or any of the buyer's rights or obligations under the contract without the prior written consent of the Supplier.

## **13. Law And Jurisdiction**

The contract in all respects is deemed to be a contract made in New Zealand and is governed exclusively by New Zealand law.

## **14. Consumer Guarantees Act 1993 & Credit (Repossession) Act 1997**

If the buyer purchases or indicates that the purchase of the goods is for the purposes of a business the provisions of the Consumer Guarantees Act 1993 will not apply and the buyer agrees that the Credit (Repossession) Act 1997 will not apply.

## **15. Privacy Act 1993**

The buyer or guarantor (if any) authorise any person or company to provide the Supplier with information in response to its credit enquiries. The buyer and guarantor (if any) further authorise the Supplier to furnish to any third party details of the application of which these conditions of sale form part and any subsequent dealings that the buyer and/or guarantor may have with the Supplier.

## **16. Personal Property Securities Act 1999 ("PPSA")**

16.1 The buyer acknowledges that clause 10 creates a security interest ("Security Interest") (as that term is defined in the PPSA) in the goods. The buyer agrees that the Security Interest is in all personal property supplied by the Supplier to the buyer from time to time and all after acquired property as security for all amounts payable by the buyer to the Supplier, including but not limited to amounts owed in respect of personal property supplied and credit facilities provided by the Supplier to the buyer from time to time.

16.2 The buyer acknowledges and agrees (or is deemed to acknowledge and agree) that where title in goods passes to the buyer, for any reason whatsoever, these terms and conditions constitute a security agreement providing for both future advances and a security in favour of the Supplier in all the buyer's present and after acquired property, but excluding property not supplied by the Supplier.

16.3 The buyer:

- a. Must, upon request, promptly give the Supplier all assistance and information (which the buyer warrants is complete, accurate and up to date in all respects) as is necessary to register a financing statement and to meet all other requirements under the PPSA in respect of the personal property to ensure that the Security Interest constitutes a Perfected Security Interest (as that term is defined in the PPSA) including executing any variations to these terms and conditions of sale reasonably requested by the Supplier;
- b. Agrees to the Supplier registering a financing statement to protect its security interest under these terms and conditions;
- c. Must not register a financing change statement or a change demand in respect of the personal property (as those terms are defined in the PPSA);
- d. Must give the Supplier not less than 14 days prior written notice of any change or proposed change in the buyer's name, or any other details including but not limited to changes in the buyer's address, trading name, type of business or contact phone or facsimile numbers;
- e. Must pay to the Supplier promptly on request the cost of registering or subsequently amending the financing statement and the costs of enforcing or attempting to enforce the contract evidenced by these terms and conditions;
- f. Agrees that Sections 114(1)(a), 133, and 134 of the PPSA will not apply to the Security Interests created by these terms and conditions, and agrees to contract out of the buyer's rights referred to in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, 132 of the PPSA;
- g. Waives its right to receive a verification statement under Section 148 of the PPSA.