

Standard Terms and Conditions of Sale. Christchurch Electrical (1999) Ltd & The Heat Pump People

The price and or sales by "Christchurch Electrical (1999) Ltd" and "The Heat Pump People" (the "Seller") to the buyer, are made upon the terms and conditions contained herein. The term "Buyer" refers to the buyer so named and described in this document. No employer or agent has authority to vary **this terms and conditions**.

PAYMENT

- A. The Price of the goods together with **Goods and Services Tax and any other** sales tax thereon shall be paid to the seller without any deduction whatsoever, on or before the 20th day of the month following invoicing or within 7 days for a residential customer.
- B. Provided that if discounted applies to price, that discount may only be claimed should payment in full be received by the company within 10 days from supply or installation, whichever is applicable.
- C. Interest shall be charged at the rate of 2.5% per month or part thereof, at the discretion of the seller, on the unpaid balance outstanding from the due date of payment until the date of full payment.
- D. A deposit of 25% of the purchase price may be required on acceptance of the quotation.
- E. Should the buyer fail to tender due and punctual payment of the price the seller may in addition to and without prejudice to any other rights and remedies it may have, either cancel the contract by notice in writing or suspend or cancel the work (including rights to receive payment for the work already carried out on those orders and to recover the sum unpaid on any previous order.)
- F. All costs **including legal cost on a solicitor client basis** incurred in recovering overdue accounts will be added to the sum to be recovered and extra to the same.
- G. On acceptance of these terms and conditions the person who authorizes the work accepts personal liability.

RESERVATIONS OF PROPERTY IN GOODS

Notwithstanding the fact that the buyer has been given **possession** for the goods, all goods supplied by the seller shall remain the sole and absolute property of the seller as legal and equitable owner until such a time as the intending **buyer** shall have paid to the seller the agreed price.

The intending **buyer** shall be at liberty to agree to sell-on goods supplied by the seller on the express condition that such an agreement to sell shall take place as agents and bailee for the seller whether the intending buyer sells on **their/its** own account or not and that the entire proceeds therefore are held in **trust and shall** at all times be identifiable as the sellers monies.

INSURANCE

Goods the subject of any agreement by the seller to sell shall be at risk of the intending **buyer** as soon as they are delivered by the seller, to the buyers' vehicles or the buyers' premises or otherwise to buyers order.

PERMITS, LICENSES & APPROVALS

Unless otherwise stated in the quotation the buyer shall **be responsible for and** obtain any permits, licenses or approval that may be necessary or required in connection with the goods and any cost in connection with or caused by the obtaining such permits licenses or approvals.

WARRANTY

Unless the Consumer Guarantees Act applies the Seller at its sole option will repair or replace free of charge any goods or part thereof being of the seller's own manufacture, which are found to be defective by reason of faulty material or workmanship within 12 months of delivery to the buyer provided that; The buyer gives written notice to the seller of the alleged defect within 14 days of the defect becoming apparent to the buyer.

This warranty shall not apply to goods not manufactured and or designed by the seller. To goods altered or repaired by any person other than the seller so as in the sellers' judgment to adversely affect the goods. To goods which have been subject to apparent wear and tear in improper or abnormal operation, unsuitable site of operation or inadequate protection. If access is not granted to inspect or carry out repairs on defective equipment within a reasonable time.

With respect to goods or parts thereof not manufactured but installed by the seller, the seller will at its sole option repair or replace free of charge any goods or part thereof which are found to be defective by reason of faulty workmanship within 12 months of installation.

The seller's warranty does not extend to consequential loss.

ALL QUOTATIONS UNLESS STATED OTHERWISE OR UNLESS PREVIOUSLY WITHDRAWN, ARE OPEN FOR
ACCEPTANCE FOR 30 DAYS FROM DATE OF QUOTATION.

Date: ____/____/____

Signed: _____
Buyer

I have read and accepted the quotation
and the above terms and conditions

Signed: _____
Seller

On behalf of Christchurch Electrical
1999) Ltd