

AJ CREATIVE TERMS OF TRADE

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The following terms of trade apply:

1. PAYMENT TERMS

1.1 Terms of payment are 7 days or 20th of the following month for account holders, as stated on your invoice or unless otherwise arranged in advance and confirmed in writing by AJ Creative Glass Limited.

1.2 We reserve the right to require either security or a deposit in advance before commencing with any contract.

1.3. Should a job be cancelled after acceptance of the quote and payment of a deposit, AJ Creative Glass Ltd has the right to deduct all costs incurred for Materials, labour and profit in relation to that job from the deposit.

2. INTEREST AND LEGAL EXPENSES

If you fail to make a payment by the due date you shall be liable to pay us at our discretion:

(a) Default interest on the amount outstanding calculated at 2% above the current bank overdraft interest rate per month, and shall accrue after as well as before judgement.

(b) All expenses, including collection costs from obtaining the services of a Debt Collection company and/or legal fees in relation to any overdue amount.

(c) AJ Creative Glass Ltd has the ability at their discretion, to charge a monthly \$30.00 administration fee on any overdue account.

3. ACCEPTANCE

Any instructions received by AJ Creative Glass Limited or accepted quote/ contract from the client for the supply of goods and or services, shall constitute acceptance of the Terms of Trade contained here in.

4. OWNERSHIP

Ownership of the goods supplied as part of this service is retained by us until payment in full for the goods & service supplied by us to you. You shall hold the goods for us as a fiduciary owner. Notwithstanding any period of credit allowed by us. Upon default in any payment due by you to us or, either before or after any period of the credit expires, upon you becoming insolvent or having a receiver appointed or going into liquidation, AJ Creative Glass Limited may enter upon the premises where the goods are kept and recover possession of the goods and resell the same.

5. VARIATIONS

5.1 No deviation from plans or specifications shall be made without agreement from AJ Creative Glass Limited., a written notice must be forwarded and agreed on by AJ Creative Glass Limited, before any variation of work commences.

5.2 Payment for a variation must be added to the first payment claim following the timing of the agreed variation and paid within 7 days of receipt of the payment claim.

6. DELIVERY

Delivery shall be deemed to be completed upon receipt of the goods and or services by the customer.

7. WARRANTY

Any fault in workmanship will lead to the client notifying AJ Creative Glass Limited. in writing within 10 days from completion. AJ Creative Glass Limited. warrants that goods and or services supplied under the contract will meet the provisions of the Building Act 2004, 14G Responsibilities of product manufacturer or supplier, 3621 implied warranties for building in relation to household units. These conditions are implied and shall take precedence over any other Terms and Conditions.

8. PRIVACY ACT

8.1 The client permits AJ Creative Glass Limited to collect use and retain information concerning the client, for the purpose of assessing the client's credit worthiness or to enforce any rights under this contract. 8.2 The client permits AJ Creative Glass Limited to disclose information obtained to any person for the purposes set out in 8.1

9. PERSONAL PROPERTY SECURITIES ACT 1999

9.1 The client agrees that the provisions herein constitute a Security Interest in Personal Property (as those terms defined in the Personal Property Securities Act 1999 ("PPSA") in respect of which AJ Creative Glass Limited may register a financing statement on the Personal Property Securities register.

9.2 The client hereby waives its rights contained in sections 116,119,120(2), 121,125,126,127,129,131 and 132 of the PPSA.

10. CONSTRUCTION CONTRACTS ACT 2002

10.1 Where not covered in these terms of trade or altered under mutual agreement, the default provisions in the Construction Contracts Act 2002 will be applied to any payment claims

10.2 Disputes will be referred to the adjudicator under the provisions in the Act.

10.3 We reserve the right to suspend work as allowed in the provisions in the Act

11. HEALTH & SAFETY

AJ Creative Glass Limited will be responsible for their safety and health. AJ Creative Glass Limited must comply with the Health and Safety at work 2015, any regulations made under the Act, and any health and safety policies, directives or procedures of the business.

12. MEDIA

All media is property of AJ Creative Glass Ltd and is to be used only in conjunction (while in trade) with AJ Creative Glass Ltd. Only with AJ Creative Glass permission can these be used in any said media or advertising promotions.