

## TERMS OF TRADE

### 1. Definitions

"Chambers Plumbing" shall mean Chambers Group Limited or any agents or employees thereof. "Customer" shall mean the customer (or any person acting on behalf of and with the authority of the customer) as described on any quotation or such like. "Goods" means all products and materials supplied by Chambers Plumbing to the Customer at any time and includes goods described on any invoice, quotation or such like provided to the Customer. "Services" shall mean all services supplied by Chambers Plumbing to the Customer. "Price" shall mean the price payable for the provision of Goods and Services as agreed between Chambers Plumbing and the Customer.

### 2. Acceptance

2.1 Any instructions received by Chambers Plumbing from a Customer for the supply of Goods and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

### 3. Quotations

3.1 Where a quotation has been provided by Chambers Plumbing that quotation remains valid for 20 working days and must be accepted in writing by the Customer prior to commencement of work. The quotation may be withdrawn at any time before acceptance.

3.2 All quotations are based on costs and charges ruling at the date of the quotation. Any changes in costs arising from sources beyond the control of Chambers Plumbing (for example, changes in prices charged by suppliers) shall be borne by the Customer.

3.3 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.

### 4. Price and Payment

4.1 The price shall be as indicated on an invoice provided by Chambers Plumbing to the Customer, or as quoted in accordance with clause 3.

4.2 Chambers Plumbing reserves the right to change the Price in the event of a variation to the quotation. Any variation from the plan of scheduled works or specifications will be charged for and shown as a variation on the invoice.

4.3 Payment of the claimed amount is due and payable for domestic Customers no later than 7 working days after receipt of our invoice, and for commercial Customers no later than the 20th of the month following supply.

4.4 Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments covering work done and costs incurred up to the date of invoice. Such payment claims may include the reasonable value of authorised variations and the value of materials delivered to the site but not yet installed.

4.5 If the Customer disagrees for any reason with the claimed amount, the Customer must respond to Chambers Plumbing in writing before payment is due. Overdue payments shall attract interest at the rate of 0.1% per day until payment is made in full. Any expenses incurred by Chambers Plumbing in recovering this debt will be added to the Customer's account, including any solicitor's fees or debt collection agency fees.

### 5. Risk and Ownership

5.1 All risk for the Goods passes to the Customer on delivery. If any loss arises from theft, destruction or damage from whatever cause following delivery but prior to ownership passing to the Customer, then Chambers Plumbing is entitled to receive all insurance proceeds payable for the Goods.

5.2 Ownership in the Goods shall not pass from Chambers Plumbing to the Customer until the Goods have been paid for in full. Receipt by Chambers Plumbing of any form of payment other than cash shall not constitute payment until that form of payment has been honoured, cleared or recognised and until then Chambers Plumbing's ownership rights in the Goods shall continue.

5.3 It agreed between Chambers Plumbing and the Customer that:

5.4 Where practicable the Goods shall be kept separate and identifiable until payment is received;

5.5 Until such time as ownership of the Goods shall pass to the Customer, Chambers Plumbing may give notice in writing to the Customer to return the Goods. Upon such notice being given the rights of the Customer to obtain ownership of the Goods shall cease;

5.6 The Customer is only a bailee of the Goods and until such time as Chambers Plumbing has received payment in full for the Goods and the Customer shall hold any proceeds from the sale of the Goods on trust for Chambers Plumbing;

5.7 Until such time as ownership of the Goods shall pass to the Customer, if the Goods are converted into other products, the parties agree that Chambers Plumbing shall be the owner of the end products, and;

5.8 If the Customer fails to return the Goods then Chambers Plumbing may enter upon the land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods and Chambers Plumbing will not be held liable for any reasonable loss or damage suffered as a result of any action of Chambers Plumbing under this clause.

### 6. Personal Property Securities Act 1999 ("PPSA")

6.1 Upon assenting to these Terms of Trade the Customer agrees that these terms constitute a security agreement for the purposes of the PPSA and that a security interest is taken in all Goods previously supplied by Chambers Plumbing to the Customer (if any) and all Goods that will be supplied in the future.

6.2 The Customer agrees to: (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Chambers Plumbing may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; (b) indemnify, and upon demand reimburse, Chambers Plumbing for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby; (c) not register a financing change statement or a change demand without the prior written consent of Chambers Plumbing; and (d) immediately advise Chambers Plumbing of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

6.3 Chambers Plumbing and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. 6.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

6.5 Unless otherwise agreed to in writing by Chambers Plumbing, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA. Page 2/3 6.6 The Customer shall unconditionally ratify any actions taken by Chambers Plumbing under clauses 6.1 to 6.5.

### 7. Warranty

7.1 Subject to the conditions of warranty set out in clause 7.2, Chambers Plumbing warrants that if any defect in any workmanship of Chambers Plumbing becomes apparent and is reported to Chambers Plumbing within 12 months of the date of delivery then Chambers Plumbing with either (at Chambers Plumbing's sole discretion) replace or remedy the workmanship.

7.2 The conditions applicable to the warranty provided in clause 7.1 are: (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through failure on the part of the Customer to properly maintain any Goods, to follow any instructions or guidelines given by Chambers Plumbing, use of the Goods otherwise than any application specified on a quote or such like, the continued use of the Goods after any defect becomes apparent or from wear and tear or any accident; (b) The warranty shall cease and Chambers Plumbing shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired or altered without Chambers Plumbing's consent; (c) In respect of all claims Chambers Plumbing shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship.

7.3 For Goods not manufactured by Chambers Plumbing, the warranty shall be the current warranty provided by the manufacturer of the Goods.

7.4 In the case of second hand Goods or reinstalling existing goods, no warranty is given by Chambers Plumbing as to the quality or suitability for purpose and any implied warranty is expressly excluded.

## **8. Consumer Guarantees Act**

- 8.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Chambers Plumbing to the Customer.

## **9. Cancellation**

- 9.1 In the event that the Customer cancels the service booking within 24 hours of the booking, Chambers Plumbing may bill the client for the minimum call out fee plus the restocking fee for goods already purchased for the job.
- 9.2 Chambers Plumbing may cancel any contract to which these terms of trade apply by giving written notice to the Customer. On giving of such notice Chambers Plumbing shall repay to the Customer any amount paid in respect of the Price. Chambers Plumbing shall not be liable for any loss or damage arising from such cancellation.
- 9.3 In the event that the Customer cancels delivery of the Goods the Customer shall be liable for any loss incurred by Chambers Plumbing (including but not limited to loss of profits) up to the time of cancellation.

## **10. Privacy Act**

- 10.1 The Customer authorises Chambers Plumbing to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract or marketing any Goods and Services provided by Chambers Plumbing to the Customer.
- 10.2 The Customer authorises Chambers Plumbing to disclose any information obtained to any person for the purposes set out in clause 10.1. 10.3 Where the Customer is a natural person the authorities under clauses 10.1 and 10.2 are authorities or consents for the purpose of the Privacy Act 1993.

## **11. Liability**

- 11.1 Chambers Plumbing's liability shall be limited to the value of the Goods supplied.
- 11.2 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations on Chambers Plumbing which cannot by law be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Chambers Plumbing, Chambers Plumbing's liability shall, where it is allowed, be excluded or only apply to the minimal extent required by the relevant statute.
- 11.3 Except as otherwise provided, Chambers Plumbing shall not be liable for any loss or damage of any kind whatsoever arising from the provision of Goods and Services to the Customer including consequential loss whether suffered or incurred by the Customer or another person whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss arises directly or indirectly from Goods and Services provided to Chambers Plumbing to the Customer.
- 11.4 The Customer shall indemnify Chambers Plumbing against all claims and loss of any kind whatsoever however caused or arising as a result of the negligence of Chambers Plumbing or otherwise, brought by any person in connection with any matter, act, omission or error by Chambers Plumbing in connection with the Goods and Services.

## **12. Disputes**

- 12.1 In the event of a dispute arising between Chambers Plumbing and the Customer, such dispute shall in the first instance be referred to mediation for resolution.
- 12.2 In the event that a resolution cannot be reached at mediation within 30 days of referral to mediation, either party may take legal action to resolve the dispute.
- 12.3 Nothing in this clause prevents Chambers Plumbing from taking legal action to enforce payment of any debt due, nor where required to seek interlocutory or injunctive relief.

## **13. General**

- 13.1 The Customer shall be solely responsible for obtaining any necessary consent under and for compliance with all legislation, regulation or rules having the force of law in connection with the installation, operation and provision of the Goods and Services.
- 13.2 Chambers Plumbing shall be entitled to rely on the accuracy of and shall not be obliged to check any plans, specifications and other information supplied by the Customer. Chambers Plumbing shall bear no responsibility for any goods supplied in compliance with those plans and specifications.
- 13.3 Neither Chambers Plumbing nor the Customer will be liable to the other for any breach of this Agreement by any extraordinary occurrences which are beyond the reasonable control of the party in question.
- 13.4 The Construction Contracts Act 2002 applies where applicable.
- 13.5 These Terms of Trade constitute the entire agreement and supersede and extinguish all prior agreements between Chambers Plumbing and the Customer.
- 13.6 These Terms of Trade will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have exclusive jurisdiction in relation to any dispute.