



TERMS AND CONDITIONS

1. DEFINITIONS

"**Company**" means Bruce's Garage Door Services Limited;

"**Contract**" means the contract for the supply of Goods consisting of these terms and conditions and any further agreement made in writing by the parties;

"**Customer**" means any person specified on the Quotation for the supply of Goods purchased under this Contract and includes its successors, assigns and authorised agents;

"**Goods**" means any goods or services that the Company supplies to the Customer from time to time in the course of its business; and
"**Quotation**" means any estimate, subject to clauses 9 and 10 of the Contract, tendered to the Customer by the Company for the supply of the Goods.

2. GENERAL

The Customer has engaged the Company and the Company agrees to supply the Customer with the Goods on terms set out in the Contract. The parties agree that the Contract will govern their relationship to the exclusion of all other terms and conditions whether oral or written, express or implied. The parties further agree that the Contract supersedes and excludes all prior discussions, arrangements, representations (whether contractual or otherwise) relating to the supply of the Goods.

3. QUOTATION

The Customer agrees and acknowledges that any Quotation it receives from the Company remains available for acceptance for 30 days from the date of issuance ("Acceptance Period") as specified on the Quotation. After the expiry of the Acceptance Period, the Customer must seek out an updated Quotation from the Company, however, the Company may, at its sole discretion, waive the acceptance period by giving written notice to the Customer.

4. ACCEPTANCE

An acceptance of the Quotation made by the Customer shall be deemed to be an unqualified acceptance that the Contract shall apply to the Company and the Customer for the supply of the Goods, and by the said acceptance of the Quotation the Customer acknowledges that the Contract constitutes the entire agreement made between the parties to the exclusion of all other terms and conditions.

5. DEPOSIT

If the Company specifies that a deposit is payable in the Quotation then the Customer shall promptly pay such deposit amount to the Company's nominated bank account prior to the commencement of any work by the Company.

6. PRICE

- i. If between the date of the Quotation and the completion of the work any additions or alterations are requested by the Customer then the price to be paid will be amended accordingly and the Customer agrees that it is liable to pay any increases to the price payable on account of the additions or alterations it has requested.
- ii. If the tendering of the Quotation for the supply of the Goods involves the Company estimating measurements, it shall be the responsibility of the Customer to verify the accuracy of the Company's estimated measurements before the Customer places an order based on such estimate or accepts the Quotation.

7. PAYMENT

- i. Unless otherwise stated in the Quotation, all prices are strictly net and payment must be made within 7 days after the date of invoice without any set-off or deduction and without postponement on account of any disputes or claims the Customer has or may have against the Company.
- ii. The Company may, at its sole discretion, require at any time by invoice that all or part of the price shall be paid in advance or on account and such sums so invoiced shall be immediately payable by the Customer.
- iii. Should the Customer fail to make payment for any reason whatsoever then on the due date of any such sum payable, without prejudice to any other right the Company may have, the Company shall be entitled to be paid interest on such sum accruing from the due date of payment at the rate of **12% per annum** and in addition to, and without prejudice to any other rights at law or in equity, the Company may suspend or terminate the Contract. In the event of any default the Customer agrees to pay to the Company the costs of any debt collection fees, legal fees and any other expenses incurred by the Company in connection with the enforcement of the Contract and recovery of any of the monies payable therein.

8. DELIVERY

The Customer acknowledges that delivery dates are an approximation only and any quoted delivery times are not an essential term of the Contract. The Customer further acknowledges that any delay in delivery shall not entitle the Customer to cancel the Contract or render the Company liable for damages arising from such delay.

9. INSTALLATION

- i. Where the supply of the Goods includes the provision of installation services, the Customer must provide the Company with free and uninterrupted access to relevant working areas specified by the Company and provide reasonable amenities to the Company's staff during normal working hours. If such access and/or facilities are not made available to the Company, or the working areas are deemed by the Company as unsuitable, then the Company without prejudice to any other rights which it may have, may at its sole discretion charge the Customer for all additional costs incurred in connection with the Customer's failure to comply with this clause 9.
- ii. The Company shall exercise reasonable care and skill in performing installation services and the Customer acknowledges that the Company does not otherwise accept responsibility if damage occurs to the Customer's premises, including but not limited to damage to the working areas, footpaths, garage area, doors, et cetera.

10. CONDITION OF CUSTOMER'S PREMISES

The Customer warrants that the structure of the premises upon which the Goods are to be installed is adequate and the Company shall not be liable for any loss or damage resulting from defective, inadequate or unsafe foundations/walls or other structures. Unless otherwise specified, the Quotation is rendered exclusive of any additional structural alterations/additions required and is based on there being adequate clearances for the work to be undertaken (specific details are available from the company on request).



BRUCE'S

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11. **AMENDMENTS TO CONTRACT**

The Company may, at its sole discretion, amend its standard terms and conditions at any time. The updated terms and conditions will be provided to all current Customers as soon as reasonably practicable after the amendments are finalised. Once the Customer receives any such updated terms and conditions, all dealings between the Company and the Customer will be subject to those updated terms and conditions. No variation of any Quotation or of the Contract shall be valid unless agreed to in writing and signed by a duly appointed officer of the Company.

12. **RISK AND TITLE**

The Customer acknowledges that the Goods are not and cannot be construed as fixtures to any building. The Company shall at all times retain the legal and beneficial ownership in the Goods until such time the Customer has made payment in full of all monies owing to the Company's under the Contract. The risk in the Goods supplied by the Company to the Customer shall pass to the Customer when the Goods are delivered to the Customer. Ownership in the Goods shall be retained by the Company until the Customer pays in full for the Goods and for all other goods supplied by the Company to the Customer. Should the Customer re-sell the Goods at any time then the Customer shall do so on behalf of the Company and must forthwith account to the Company for the price of such goods notwithstanding that at such resale the period of credit allowed to the Customer by the Company may not have expired. The Customer acknowledges and agrees that the Company shall have the right to enter upon the Customer's premises and repossess the Goods if the Customer has not made payment of invoices due to the Company under clause 7; this right is continuing and will remain in effective notwithstanding the fact that the Goods may have been mixed with the Customer's property.

13. **REGISTRATION OF SECURITY INTEREST ON PPSR**

The Customer agrees to provide the Company all information requested and agree to execute all documents as requirement by the Company relating to any security interests or purchase money security interest (pursuant to the Personal Property Securities Act 1999) that may from time to time be created pursuant to the contract including for amounts due under the contract that have not been paid in full. The Customer further agrees that the Company has the right to file any financing statement in reflection of the Company's ownership, title and interest in the Goods supplied prior to payment in full under clause 7.

14. **GENERAL LIEN**

In addition to any right of lien to which the Company may be entitled under the common law, the Company shall be entitled to exercise a general lien over all items in the Company's possession belonging to the Customer until the Customer has paid in full for all the Goods supplied by the Company to the Customer in accordance with the Contract. The Company may in its sole discretion sell any item that is subject to a lien, provided that the Company shall pay to you any surplus proceeds that are realised by the Company from the sale of any such items after discharging in full all monies outstanding to the Company in respect of unpaid amounts, all other amounts owing to the Company under the Contract including all reasonable costs of sale incurred by the Company

15. **CONSUMER GUARANTEES ACT 1993**

- i. Where the Goods are supplied to the Customer for business purposes, the Customer agrees that the Consumer Guarantees Act 1993 does not apply.
- ii. Nothing in the Contract is extended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and all provisions of the Contract shall be read and modified to the extent necessary to give effect to that intention.

16. **WARRANTY**

If within 7 days of delivery or the completion of any work the Customer reports to the Company in writing any defective materials or workmanship the Company will replace materials which in its opinion are defective and will make good any work in its opinion is defective.

17. **CUSTOMER'S INFORMATION**

The Customer consents and authorises the Company to:

- i. gather and utilise information relating to the Customer from any person; and
- ii. disclose information about the Customer to any person; and

the Company acknowledges that all information relating to Customer collected under this clause will be used solely in connection with the Company's business purposes which include but not limited to conducting credit assessments, debt collection and for marketing purposes.

18. **DISPUTES**

If the Customer has any disputes arising out the Contract, then the dispute must be mediated upon by a person agreed by the parties, or failing agreement such person nominated by the President for the time being of the Mediators and Arbitrators Institute of New Zealand.