

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Eco Insulation" shall mean Eco Insulation Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods or services from Eco Insulation.
- 1.3 "Goods" shall mean all goods, chattels supplied by Eco Insulation to the customer and shall include any fee or charge associated with the supply of goods by Eco Insulation to the customer.
- 1.4 "Services" shall mean all services provided by Eco Insulation to the customer and shall include without limitation the provision of all insulation services and supplies, all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of services by Eco Insulation to the customer.
- 1.5 "Price" shall mean the cost of the goods or services as agreed between Eco Insulation and the customer subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Eco Insulation from the customer for the supply of goods or services shall constitute acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The customer authorises Eco Insulation to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by Eco Insulation to any other party.
- 3.2 The customer authorises Eco Insulation to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the goods or services shall be deemed to be sold at the current amount as such goods are sold or provided by Eco Insulation at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods or services that is beyond the control of Eco Insulation between the date of the contract and delivery of the goods or providing of the services.

5. PAYMENT

- 5.1 **Payment for goods or services shall be made in full within 7 days of the receipt of delivery of goods or the providing of the services, whichever is the earlier ("the due date"). A 50% deposit is required upon acceptance of quotation.**
- 5.2 Payment options are;
 - 5.2.1 **Cheque** made payable to Eco Insulation Limited.
 - 5.2.2 **Direct Credit** to bank account of Eco Insulation Limited. BNZ 02-1244-0064654-00
 - 5.2.3 **Credit Card** charge to Mastercard or VISA. Telephone us with your credit card details.
- 5.3 **Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.**
- 5.4 Any expenses, disbursements and legal costs incurred by Eco Insulation in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

- 6.1 Where a quotation is given by Eco Insulation for goods or services:
 - 6.1.1 The quotation shall be valid for 30 days from the date of issue; and
 - 6.1.2 The quotation shall be inclusive of Goods and Services Tax unless specifically stated to the contrary.
- 6.2 Where goods or services are required in addition to the quotation the customer agrees to pay for the additional cost of goods or services.

7. RISK

- 7.1 The goods remain at Eco Insulation's risk until the delivery to the customer, but when title passes to the customer pursuant to clause 9.1 of this contract the goods are at the customer's risk whether delivery has been made or not.
- 7.2 Delivery of goods shall be deemed complete when Eco Insulation gives possession of the goods for delivery to the customer, or possession of the goods is given to a common carrier, or other bailee for the purposes of transmission to the customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contract unless the customer gives written notice to Eco Insulation making time of the essence.
- 7.4 Where Eco Insulation delivers goods or provides services to the customer by instalments and Eco Insulation fails to deliver or supply one or more instalments the customer shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.

8. AGENCY

- 8.1 The customer authorises Eco Insulation to contract either as principal or agent for the provision of goods or services that are the matter of this contract.
- 8.2 Where Eco Insulation enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

9. TITLE

- 9.1 If the goods are ascertained and in a deliverable state, title in the goods passes to the customer when the customer has made payment for all goods supplied by Eco Insulation.

- 9.2 Where the customer has not paid for any goods in its possession property in such goods shall remain with Eco Insulation and:
 - 9.2.1 The goods shall be held by the customer as bailee; and
 - 9.2.2 If the goods are attached, fixed, or incorporated into any property of the customer, by way of any manufacturing or assembly process by the customer or any third party, title in the goods shall remain with Eco Insulation until the customer has made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to Eco Insulation as security for the full satisfaction by the customer of the full amount owing between Eco Insulation and customer.

- 9.3 The customer gives irrevocable authority to Eco Insulation to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. Eco Insulation shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.

10. RETURN OF GOODS

- 10.1 The customer shall be deemed to have accepted the goods unless the customer notifies Eco Insulation otherwise within 48 hours of delivery of the goods to the customer.
- 10.2 No goods will be accepted for return by Eco Insulation without prior approval.

11. LIABILITY

- 11.1 Except as otherwise provided by statute Eco Insulation shall not be liable for:
 - 11.1.1 Any loss or damage of any kind whatsoever whether suffered or incurred by the customer or another person whether such loss or damage arises directly or indirectly from goods or services or advice provided by Eco Insulation to the customer and without limiting the generality of the foregoing of this clause Eco Insulation shall not be liable for any consequential loss or damage of any kind including without limitation any financial loss; and
 - 11.1.2 Except as provided in this contract Eco Insulation shall not be liable in contract, or in tort, or otherwise for any loss, damage, or injury beyond the value of the goods or services provided by Eco Insulation to the customer; and
 - 11.1.3 The customer shall indemnify Eco Insulation against all claims of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Eco Insulation or otherwise, brought by any person in connection with any matter, act, omission, or error by Eco Insulation its agents or employees in connection with the goods or services.

12. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from Eco Insulation for the purposes of a business in terms of section 2 and 43 of that Act.

13. WARRANTY

- 13.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to goods or services except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
- 13.2 Eco Insulation does not provide any warranty that the goods are fit and suitable for the purpose for which they are required by the customer and shall not be liable if they are not.

14. CANCELLATION

- 14.1 Eco Insulation shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods or services to the customer if the customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.
- 14.2 Any cancellation or suspension under clause 14.1 of this agreement shall not affect Eco Insulation's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the customer's obligations to Eco Insulation under this contract.
- 14.3 Any cancellation within 24 hours of the installation date will incur a cancellation fee of 50% of the total value

15. MISCELLANEOUS

- 15.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of Eco Insulation.
- 15.2 Eco Insulation shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 15.3 Failure by Eco Insulation to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Eco Insulation has under this contract.
- 15.4 The law of New Zealand shall apply to this contract except to the extent expressly negated or varied by this contract.
- 15.5 Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.
- 15.6 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.7 Any dispute between the parties is to be dealt with in accordance with the Arbitration Act 1996.
- 15.8 Copyright of these conditions is vested in NZ Cashflow Services Limited. Unauthorised copying or use is strictly prohibited. All rights reserved.

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