

Stone and Joinery Solutions – Terms & Conditions of Trade

1.	<p>Definitions</p> <p>"Agent" means PSP Stoncraft Limited T/A Stone and Joinery Solutions, its successors and assigns or any person acting on behalf of and with the authority of PSP Stoncraft Limited T/A Stone and Joinery Solutions.</p> <p>"Buyer" means the person/s or any person acting on behalf of and with the authority of the Buyer requesting the Agent to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:</p> <p>(a) if there is more than one Buyer, is a reference to each Buyer jointly and severally; and</p> <p>(b) if the Buyer is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(c) includes the Buyer's executors, administrators, successors and permitted assigns.</p> <p>"Goods" means all Goods or Services supplied by the Agent to the Buyer at the Buyer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p>"Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Agent and the Buyer in accordance with clause 5 below.</p>	6.6	<p>The Agent may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p> <p>Risk</p> <p>Risk of damage to or loss of the Goods passes to the Buyer on Delivery and the Buyer must insure the Goods on or before Delivery.</p> <p>If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Buyer, the Agent is entitled to receive an insurance proceeds payable for the Goods. The Buyer agrees to indemnify the Agent for any loss, damage or destruction of these items and conditions by the Agent is sufficient evidence of the Agent's rights to receive the insurance proceeds without the need for any person dealing with the Agent to make further enquiries.</p> <p>If the Buyer requests the Agent to leave Goods outside the Agent's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Buyer's sole risk. The Agent shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Buyer. The Buyer acknowledges and agrees that in the event that any of this information provided by the Buyer is inaccurate, the Agent accepts no responsibility for any loss, damage, or cost, however, resulting from these inaccurate plans, specifications or other information.</p> <p>The Buyer warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos) that the Agent, or employees of the Agent, reasonably form the opinion that the Buyer's premises is not safe for the installation of Goods to proceed then the Agent shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 6.3 above) until the Agent is satisfied that it is safe for the installation to proceed.</p> <p>The Buyer acknowledges that Goods supplied may:</p> <p>(a) fade or change colour over time and</p> <p>(b) expand, contract or distort as a result of exposure to heat, cold, weather, and</p> <p>(c) mark or stain if exposed to certain substances; and</p> <p>(d) be damaged or disfigured by impact or scratching.</p> <p>The Buyer acknowledges that where Goods such as stone are subject to natural variations in colour, grain and weight, stated in the actual Goods purchased may vary considerably from any sample of such Goods;</p> <p>(b) photographs of such Goods are of a general nature only;</p> <p>(c) the Agent cannot guarantee that any shipment of such Goods will be the same colour, grain or texture, as other shipments of the same type of Goods;</p> <p>(d) in order to ensure that such Goods meet with the Buyer's requirements, the Buyer should personally select such goods for placing an order.</p> <p>Marble and Granite are porous products, therefore, all products supplied by the Agent are sealed for protection. However, oil and other acidic substances are prone to causing discolouration and staining if left on surfaces for some time. The Buyer agrees to indemnify the Agent against any damage occurring after delivery and installation.</p> <p>Product Specifications</p> <p>The Buyer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Agent's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Buyer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by the Agent.</p> <p>Access</p> <p>The Buyer shall ensure that the Agent has clear and free access to the worksite at all times to enable them to undertake the Services. The Agent shall not be liable for any loss or damage to the worksite (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of the Agent.</p> <p>Compliance with Laws</p> <p>The Buyer and the Agent shall comply with the provisions of all statutes, regulations and bylaws of government, local and other authorities that may be applicable to the Services. The Buyer shall obtain all necessary permits, licences and approvals that may be required for the Services. The Buyer agrees that the site will comply with any workplace health and safety laws relating to building/construction sites and any other relevant safety standards or legislation. The Buyer has and shall at all times assume any obligation as the Buyer's agent or otherwise that may be imposed upon the Buyer from time to time pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") arising out of the engagement. The parties agree that for the purposes of the HSW Act, the Agent shall not be the person who controls the place of work in terms of the HSW Act.</p> <p>Title</p> <p>The Agent and the Buyer agree that ownership of the Goods shall not pass until:</p> <p>(a) the Buyer has paid the Agent all amounts owing to the Agent; and</p> <p>(b) the Buyer has met all of its other obligations to the Agent.</p> <p>Where the Agent is in any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>It is further agreed that until ownership of the Goods passes to the Buyer in accordance with clause 11.1:</p> <p>(a) the Buyer is only a bailee of the Goods and must return the Goods to the Agent on request;</p> <p>(b) the Buyer holds the benefit of the Buyer's insurance of the Goods on trust for the Agent and must pay to the Agent the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;</p> <p>(c) the Buyer must not sell, dispose, or otherwise part with possession of the Goods or any other part in the ordinary course of business and for market value. If the Buyer sells, disposes or parts with possession of the Goods then the Buyer must hold the proceeds of any such act on trust for the Agent and must pay or deliver the proceeds to the Agent on demand;</p> <p>(d) the Buyer should not convert or process the Goods or intermix them with other goods or any other thing; and</p> <p>(e) the Buyer holds the resulting product on trust for the benefit of the Agent and must sell, dispose of or return the resulting product to the Agent as it so directs;</p> <p>(f) the Buyer irrevocably authorises the Agent to enter any premises where the Agent believes the Goods are kept and recover possession of the Goods;</p> <p>(g) the Agent may recover possession of any Goods in transit whether or not delivery has occurred;</p> <p>(h) the Buyer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Agent;</p> <p>(i) the Agent may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Buyer.</p> <p>Personal Property Securities Act 1999 ("PPSA")</p> <p>Upon assenting to these terms and conditions in writing the Buyer acknowledges and agrees that:</p> <p>(a) the terms and conditions constitute a security agreement for the purposes of the PPSA; and</p> <p>(b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Buyer to the Agent for Services – that have previously been supplied and that will be supplied in the future by the Agent to the Buyer.</p> <p>The Buyer undertakes to:</p> <p>(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 the Agent may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register;</p> <p>(b) indemnify and upon demand release, the Agent for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods charged thereby;</p> <p>(c) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral liable in favour of a third party without the prior written consent of the Agent; and</p> <p>(d) immediately advise the Agent 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.</p> <p>The Agent and the Buyer agree nothing in sections 114(1)(a), 113 and 114 of the PPSA shall apply to these terms and conditions.</p>	12.4	<p>The Buyer owes its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.</p> <p>Unless otherwise agreed to in writing by the Agent, the Buyer waives its right to receive a verification statement in accordance with section 122 of the PPSA.</p> <p>The Buyer shall unconditionally ratify any actions taken by the Agent under clauses 12.1 to 12.5.</p> <p>Security and Charge</p> <p>In consideration of the Agent agreeing to supply the Goods, the Buyer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Buyer either now or in the future, to secure the performance by the Buyer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>The Buyer indemnifies the Agent from and against all the Agent's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Agent's rights under this clause.</p> <p>The Buyer irrevocably appoints the Agent and each director of the Agent as the Buyer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Buyer's behalf.</p> <p>Defects</p> <p>The Buyer shall inspect the Goods on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify the Agent of any alleged defect (being in quantity, damage or failure to comply with the description or quote). The Buyer shall afford the Agent an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Buyer has agreed in writing that the Buyer is entitled to reject, the Agent's liability is limited to either (at the Agent's discretion) replacing the Goods or repairing the Goods. Goods will not be accepted for return other than in accordance with 14.1 above, and provided that:</p> <p>(a) the Agent has agreed in writing to accept the return of the Goods; and</p> <p>(b) the Goods are returned at the Buyer's cost within seven (7) days of the delivery date; and</p> <p>(c) the Agent will not be liable for Goods which have not been stored or used in a proper manner; and</p> <p>(d) the Goods are returned in the condition in which they were delivered, and all parts of the Goods after their removal and instruction material in as new condition as is reasonably possible in the circumstances.</p> <p>Warranty</p> <p>Subject to the conditions of warranty set out in clause 15.2 the Agent warrants that if any defect in any workmanship of the Agent becomes apparent and is reported to the Agent within twelve (12) months of the date of delivery (time being of the essence) then the Agent will either (at the Agent's sole discretion) replace or remedy the workmanship.</p> <p>The conditions applicable to the warranty given by clause 15.1 are:</p> <p>(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:</p> <p>(i) if a person other than an employee or contractor of the Agent performs any work on the Goods;</p> <p>(ii) if the Goods have been exposed to UV radiation, chemicals, flames or excessive heat or weight, or has had hot items placed directly on it;</p> <p>(iii) failure or the part of the Buyer to properly maintain any Goods; or</p> <p>(iv) failure on the part of the Buyer to follow any instructions or guidelines provided by the Agent; or</p> <p>(v) any use of any Goods otherwise than for any application specified on a quote or order form; or</p> <p>(vi) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or</p> <p>(vii) fair wear and tear, any accident or act of God.</p> <p>(b) the warranty shall cease and the Agent shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Agent's consent;</p> <p>(c) in respect of all claims the Agent shall not be liable to compensate the Buyer for any delay in either replacing or remedying the workmanship or in properly assessing the Buyer's claim;</p> <p>(d) the Agent shall not be liable for any delay in either replacing or remedying the workmanship or in properly assessing the Buyer's claim.</p> <p>Consumer Guarantees Act 1993</p> <p>If the Buyer is acquiring Goods for the purposes of a trade or business, the Buyer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Agent to the Buyer.</p> <p>Intellectual Property</p> <p>Where the Agent has designed, drawn or developed Goods for the Buyer, then the copyright in any designs and drawings and documents shall remain the property of the Agent. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Agent.</p> <p>The Buyer warrants that all designs, specifications or instructions given to the Agent will not cause the Agent to infringe any patent, registered design or trademark in the execution of the Buyer's order and the Buyer agrees to indemnify the Agent against any action taken by a third party against the Agent in respect of any such infringement.</p> <p>The Buyer agrees that the Agent may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Agent has created for the Buyer.</p> <p>Default and Consequences of Default</p> <p>Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Agent's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>If the Buyer owes the Agent any money the Buyer shall indemnify the Agent from and against all costs and disbursements incurred by the Agent in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Agent's collection agency costs, and bank dishonour fees).</p> <p>Further to any other rights or remedies the Agent may have under this contract, if a Buyer has made payment to the Agent, and the transaction is subsequently reversed, the Buyer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Agent under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Buyer's obligations under this contract.</p> <p>Without prejudice to the Agent's other remedies at law the Agent shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to the Agent, shall be due and payable immediately upon cancellation.</p> <p>(a) any money payable to the Agent becomes overdue, or in the Agent's opinion the Buyer will be unable to make a payment when it falls due;</p> <p>(b) the Buyer has exceeded any applicable credit limit provided by the Agent;</p> <p>(c) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.</p> <p>Cancellation</p> <p>Without prejudice to any other remedies the Agent may have, if at any time the Buyer is in breach of any obligation (including those relating to payment) under these terms and conditions the Agent may suspend or terminate the supply of Goods to the Buyer. The Buyer shall not be liable to the Buyer for any loss or damage. Buyer suffers because the Agent has exercised its rights under this clause.</p> <p>The Agent may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice the Agent shall repay to the Buyer any money paid by</p>	12.5	<p>the Buyer for the Goods. The Agent shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>In the event that the Buyer cancels delivery of Goods the Buyer shall be liable for any and all loss incurred (whether direct or indirect) by the Agent as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>Cancellation of orders for Goods made to the Buyer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>Privacy Act 1993</p> <p>The Buyer authorises the Agent or the Agent's agent to:</p> <p>(a) access, collect, retain and use any information about the Buyer; (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Buyer's creditworthiness; or</p> <p>(ii) for the purpose of marketing products and services to the Buyer;</p> <p>(b) disclose information about the Buyer, whether collected by the Agent from the Buyer directly or obtained by the Agent from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.</p> <p>Where the Buyer is an individual the authorities under clause 20.1 are authorities or consents for the purposes of the Privacy Act 1993. The Buyer shall have the right to request the Agent for a copy of the information about the Buyer retained by the Agent and the right to request the Agent to correct any incorrect information about the Buyer held by the Agent.</p> <p>Confidentiality</p> <p>Each party agrees to treat all information and ideas communicated to it by the other confidentially and agree not to divulge it to any third party, without the other party's written consent. The parties will not copy any such information supplied, and will either return it or destroy it (together with any copies thereof) on request of the other party.</p> <p>Construction Contracts Act 2002</p> <p>The Buyer hereby expressly acknowledges that:</p> <p>(a) the Agent has the right to suspend work within five (5) working days of written notice to the Buyer to intend to do so if a payment claim is served on the Buyer; and</p> <p>(i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Buyer; or</p> <p>(ii) a scheduled amount stated in a payment schedule issued by the Buyer in relation to the payment claim is not paid in full by the due date for payment;</p> <p>(iii) the Buyer has not complied with an adjudicator's notice that the Buyer must pay an amount to the Agent by a particular date; and</p> <p>(iv) the Agent has given written notice to the Buyer of its intention to suspend the carrying out of construction work under the construction contract;</p> <p>(b) if the Agent suspends work, it:</p> <p>(i) is not in breach of contract; and</p> <p>(ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Buyer or by any person claiming through the Buyer; and</p> <p>(iii) is entitled to an extension of time to complete the contract; and</p> <p>(iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with;</p> <p>(c) if the Agent exercises the right to suspend work, the exercise of that right does not:</p> <p>(i) affect any rights that would otherwise have been available to the Agent under the Contractual Remedies Act 1979; or</p> <p>(ii) enable the Buyer to exercise any rights that may otherwise have been available to the Buyer under that Act as a direct consequence of the Agent suspending work under this provision.</p> <p>Service of Notices</p> <p>Any written notice given under this contract shall be deemed to have been given and received:</p> <p>(a) by handing the notice to the other party, in person;</p> <p>(b) by leaving it at the address of the other party as stated in this contract;</p> <p>(c) by sending it by registered post to the address of the other party as stated in this contract;</p> <p>(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;</p> <p>(e) if sent by email to the other party's last known email address.</p> <p>Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.</p> <p>General</p> <p>If the Buyer at any time upon or subsequent to entering into this contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Agent may have notice of the Trust, the Buyer covenants with the Agent as follows:</p> <p>(a) the contract extends to all rights of indemnity which the Buyer now or subsequently may have against the Trust and the trust fund;</p> <p>(b) the Buyer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Buyer against the Trust or the trust fund. The Buyer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;</p> <p>(c) the Buyer will not without consent in writing of the Agent (the Agent will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:</p> <p>(i) the removal, replacement or retirement of the Buyer as trustee of the Trust;</p> <p>(ii) any alteration to or variation of the terms of the Trust;</p> <p>(iii) any advancement or distribution of capital of the Trust; or</p> <p>(iv) any resettlement of the trust property.</p> <p>General</p> <p>Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).</p> <p>The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts in New Zealand.</p> <p>The Agent shall be under no liability whatsoever to the Buyer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Agent of these terms and conditions (alternatively the Agent's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).</p> <p>The Agent may licence and/or assign all or any part of its rights and/or obligations under this contract without the Buyer's consent. The Buyer cannot licence or assign without the written approval of the Agent.</p> <p>The Agent may elect to subcontract all or part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Buyer agrees and understands that they have no authority to give any instruction to the Agent of the Agent's sub-contractors without the authority of the Agent.</p> <p>The Buyer agrees that the Agent may amend these terms and conditions by notifying the Buyer in writing. These changes shall be deemed to take effect from the date on which the Buyer accepts such changes, or otherwise at such time as the Buyer makes a payment to the Agent in accordance with these terms and conditions. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, and that the terms and conditions of this contract creates binding and valid legal obligations on them.</p>	12.6	<p>12.7</p> <p>12.8</p> <p>12.9</p> <p>12.10</p> <p>12.11</p> <p>12.12</p> <p>12.13</p>
2.	<p>Acceptance</p> <p>The Buyer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Buyer places an order for or accepts delivery of the Goods.</p> <p>These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Buyer and the Agent.</p> <p>Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of the relevant Regulations referred to in that Act.</p> <p>Errors and Omissions</p> <p>The Buyer acknowledges and accepts that the Agent shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by the Agent in the contract and/or</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Agent in respect of the Services.</p> <p>In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Agent, the Buyer shall not be entitled to treat this contract as repudiated nor render it invalid.</p> <p>Change in Control</p> <p>The Buyer shall give the Agent not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's name, address, contact phone or fax numbers, change of trustees or business practice). The Buyer shall be liable for any loss incurred by the Agent as a result of the Buyer's failure to comply with this clause.</p> <p>Price and Payment</p> <p>The Buyer acknowledges that the supply of Goods on credit shall not take effect until the Buyer has completed a credit application with the Agent and it has been approved with a credit limit established for the account. The Agent shall reserve the right to request the appointment of a guarantor be part of the credit application process.</p> <p>In the event that the supply of Goods request exceeds the Buyers credit limit and/or the account exceeds the payment terms, the Agent reserves the right to refuse delivery and/or request an alternative payment method.</p> <p>At the Agent's sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by the Agent to the Buyer; or</p> <p>(b) the Price as at the date of delivery of the Goods according to the Agent's current price list; or</p> <p>(c) the Agent's quoted price (subject to clause 5.4) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>The Agent reserves the right to change the Price if a variation to the Agent's quotation is requested. Any variation from the plan of scheduled services (including, but not limited to, any variation as a result of availability of stock, lead times or as a result of any increase to the Agent in the cost of materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and international freight and insurance charges) and labour) will be charged for at the expense of the Agent's quotation and will be shown as variations on the invoice. Failure to do so will entitle the Agent to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>At the Agent's sole discretion a non-refundable deposit may be required.</p> <p>Time for payment for the Goods being of the essence, the Price will be payable by the Buyer on the dates determined by the Agent, which may be:</p> <p>(a) on delivery of the Goods;</p> <p>(b) by way of instalments/progress payments in accordance with the Agent's payment schedule;</p> <p>(c) for certain approved Buyers, due twenty (20) days following the end of the month in which a statement is posted to the Buyer's address or address for notices;</p> <p>(d) the date specified on any invoice or other form as being the date for payment; or</p> <p>(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Buyer by the Agent.</p> <p>At the agreement of both parties, payment of the Price may be subject to retention by the Buyer of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Buyer shall hold the Retention Money for the agreed period following completion of the Services during which time all Services are to be completed and/or all defects are to be remedied. Any Retention Money available in this contract are to be dealt with in accordance with section 18 of the Construction Contracts Act 2002.</p> <p>Payment may be made by cash, cheque, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed between the Buyer and the Agent.</p> <p>The Buyer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Buyer by the Agent nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>Unless otherwise stated the Price does not include GST. In addition to the Price, the Buyer must pay to the Agent an amount equal to any GST the Agent must pay for any supply by the Agent under this or any other contract for the sale of the Goods. The Buyer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Buyer pays the Price. In addition, the Buyer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>Delivery</p> <p>Delivery ("Delivery") of the Goods is taken to occur at the time that:</p> <p>(a) the Buyer or the Buyer's carrier takes possession of the Goods at the Agent's address; or</p> <p>(b) the Agent (or the Agent's nominated carrier) delivers the Goods to the Buyer's nominated address even if the Buyer is not present at the address.</p> <p>Subject to clause 6.3 it is the Agent's responsibility to ensure that the Installation Services, where applicable, start as soon as it is reasonably possible.</p> <p>The Services' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that the Agent claims an extension of time (by giving the Buyer written notice) where completion is delayed by an event beyond the Agent's control, including but not limited to any failure by the Buyer to:</p> <p>(a) make a selection; or</p> <p>(b) have the site ready for the Services; or</p> <p>(c) notify the Agent that the site is ready.</p> <p>At the Agent's sole discretion the cost of delivery is in addition to the Price.</p> <p>Any time specified by the Agent for delivery of the Goods is an estimate only. The Buyer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. The Agent will not be liable for any loss or damage incurred by the Buyer as a result of delivery being late in the event that the Buyer is unable to take delivery of the Goods as arranged then the Agent shall be entitled to charge a reasonable fee for redelivery and/or storage.</p>	2.6	<p>2.7</p> <p>2.8</p> <p>2.9</p> <p>2.10</p> <p>2.11</p> <p>2.12</p> <p>2.13</p> <p>2.14</p> <p>2.15</p> <p>2.16</p> <p>2.17</p> <p>2.18</p> <p>2.19</p> <p>2.20</p> <p>2.21</p> <p>2.22</p> <p>2.23</p> <p>2.24</p> <p>2.25</p> <p>2.26</p> <p>2.27</p> <p>2.28</p> <p>2.29</p> <p>2.30</p> <p>2.31</p> <p>2.32</p> <p>2.33</p> <p>2.34</p> <p>2.35</p> <p>2.36</p> <p>2.37</p> <p>2.38</p> <p>2.39</p> <p>2.40</p> <p>2.41</p> <p>2.42</p> <p>2.43</p> <p>2.44</p> <p>2.45</p> <p>2.46</p> <p>2.47</p> <p>2.48</p> <p>2.49</p> <p>2.50</p> <p>2.51</p> <p>2.52</p> <p>2.53</p> <p>2.54</p> <p>2.55</p> <p>2.56</p> <p>2.57</p> <p>2.58</p> <p>2.59</p> <p>2.60</p>						