

QUOTATION AND ACCEPTANCE

- 1. Increased Costs:** Any alterations due to any variation at the time of installation shall be for your account, and the quoted price shall be adjusted accordingly
- 2. Acceptance:** The quotation is open for acceptance until the thirtieth day following the date of this quotation, but subject in every case to our right to withdraw at any time before acceptance.
- 3. Ownership of Goods**
 - 3.1.** The risk in any goods and materials ("the goods") to be supplied as part of the contract shall pass upon delivery to the site, but ownership of the goods shall not pass to you until you have paid all moneys owing under this contract.
 - 3.2.** If:
 - 3.2.1.** any money is overdue (in whole or in part) to us; and/or
 - 3.2.2.** you are in breach of your obligations to us; and/or
 - 3.2.3.** we have reason to believe you have or will commit an act of bankruptcy or (being a company) have had a receiver or liquidator appointed or about to be appointed we may recover and resell any or all of the goods and we or our agents or employees may enter onto your premises for that purpose.
 - 3.3.** If the goods are installed in such a way that the original goods supplied by us may be detached then upon payment being overdue in whole or in part we or our agents may (without prejudice to any of our rights) proceed to enter upon your premises or any other premises upon which the goods are situated to detach and remove such goods.
 - 3.4.** In all cases, if any of the goods supplied by us to you are used by you to make a new product the ownership in the whole of that product shall be and remain with us until such a time as payment in full for the goods is made.
 - 3.5.** Until we are paid in full for all of the goods and work supplied under the contract your relationship to us shall be fiduciary in respect of the goods or any new product in which they are incorporated and if the goods or the new product are sold we shall have the right to trace the proceeds.
- 4. Payment:**
 - 4.1.** Unless otherwise agreed between the contracting parties, on acceptance of this quotation a deposit of the purchase price of the unit and flue kit is payable. The balance of the account is payable on the day of installation.
 - 4.2.** All costs of collection incurred in the recovery of overdue funds, including but not limited to debt recovery charges, late payment penalties and legal fees will be added to the balance of your account. Recovery collection cost may be up to 40.35% on the gross amount outstanding
 - 4.3.** You may in addition incur a late payment fee of 2.5% on the gross amount outstanding on any late payments including any disbursements.
- 5. Installation:** Installations are carried out in accordance with NZS2918:2001 "Installation of Solid Domestic Appliances" and the Manufacturer's installation instructions, however we are not liable for any expense incurred due to stress of weather i.e. downdraft, wind noise.