

CONDITIONS OF SALE

1. Acceptance / Contract

The quotation may be withdrawn or amended by the Company at any time before acceptance & shall otherwise automatically lapse if not accepted within 30 days from the quotation date. A contract between the Company & the Buyer (the parties) commences when the Company receives written acceptance of the quotation from the Buyer. These Conditions of Sale shall apply to all orders for the Company's goods or services made by the buyer after the date & time these conditions are first provided to the Buyer and accordingly any order made by the Buyers after such time shall be deemed to be an acceptance of these Conditions of Sale.

In the event of any conflict these Conditions of Sale shall prevail. Any contract and all matters arising in connection with it shall be governed by New Zealand law and the exclusive jurisdiction of the courts of New Zealand.

2. Construction Contracts Act 2002

The Company shall be entitled to exercise any or all powers available under the above Act including suspension of work, adjudication and seeking charging orders. Where work is suspended the Company shall be entitled to recover the actual costs incurred as a result of such suspension (including, but not limited to costs for lost time, removing & returning to site).

3. Consumer Guarantees Act

Where the Buyer is acquiring the goods or services for business purposes, the Buyer acknowledges that the guarantees provided under the Consumer Guarantees Act do not apply. The Buyer shall not do any act or make any omission which might give rise to any liability on the part of the Buyer and/or the Company under the Consumer Guarantees Act 1993. The Buyer shall not make any representation or give any guarantee or warranty in relation to goods or services supplied nor shall the Buyer hold itself out as agent or servant of the Company to any third party. The Buyer shall indemnify Company in respect of any liability incurred as a result of the breach of this clause.

4. Definitions

References to the Company are to the party providing this quotation, (as listed on the letterhead overleaf or any attached quotation). References to the Buyer are to the person or entity to who the quotation is addressed.

5. Delay

The Company shall not be liable for any delay in delivery or installation resulting from actions beyond the Company's reasonable control. If any delay is a result of any act by the Buyer, the Company may, without prejudice to its other rights & remedies, require payment from the Buyer for any installation already undertaken and terminate the contract.

6. Installation/Access/Clean up

Where the contract provides for installation of the goods, the Buyer is responsible to provide: Premises in safe & proper condition suitable for the installation to proceed; suitable all weather vehicle & equipment access to the site; accessible manhole access to all roof or floor cavities, at least 2 metres of clear access adjoining any wall to be insulated; suitable scaffolding to all wall or unlined ceiling areas above 3.0 metres high. Walls, outside: Owner to provide matching paint. The Company takes no responsibility as to colour or quality of finish due to said paint. If owner fails to provide topcoat, the Company may use any topcoat available and charge customer for purchase and labour. The Company will topcoat externally where holes were drilled to help reduce visibility of work done. A professional painter is required to get a quality finish and to fully hide any work undertaken by the Company. The Buyer agrees to pay (over and above the contract price) for any trade person/s required. Walls, inside: The Company will rough stop (close holes) but will not take work to a finished state. The Buyer agrees to pay (over and above the contract price) for any trade person/s required to take work to a finished state and any work thereafter. The Buyer agrees to pay (over & above the contract price) for any time spent by the Company remedying inadequate access or scaffolding, or for an additional site visit if more than one site visit (or the number specified overleaf) is required to complete installation of each single option listed overleaf. Charges are calculated at \$100 for the first hour or part hour thereafter. All care is taken when moving items. However, the Company shall not be liable for any damages as a result of having to move items. All work may require a professional cleaner to come through after the Company has finished, the Buyer agrees to pay (over and above the contract price) for any cleaning that may or may not be required.

7. Invoicing & Terms of Payment

If the contracted work is not completed within 3 days progress payment claims/invoices may be issued for at least 70% of the total contract price, with the balance invoiced on delivery of the remaining insulation. If you disagree with the payment claim for any reason you must supply a Payment Schedule before payment is due and pay at least your scheduled amount by the due date. Otherwise payment shall be made in full by the stated due date. Unless otherwise stated all prices are net and to be paid within 7 days of delivery or installation of the goods. If The Company shall deem the credit of The Buyer unsatisfactory it may require security for payment & suspend performance of the Company's obligation under the contract. The Buyer shall be liable for all costs associated with such action and shall not be entitled to withhold payment or to make any deductions from or purport to exercise any right of set-off against the contract price without the prior written consent of the Company. Interest at 3% above the lending rate of the Company's bankers on due date, calculated on a daily basis shall be payable on any moneys outstanding from the date payment was due to until the date payment is received by the Company but without prejudice to any other rights available to the Company. **ACCOUNTS UNPAID BY DUE DATE WILL INCUR LATE PAYMENT FEES & COLLECTION COSTS.**

8. Liability

The Buyer acknowledges that the Buyer is aware of product performance and limitations as specified in relevant literature for materials offered or supplied and that the Buyer has complied with all requirements in relation thereto prior to installation of the materials. The Company's liability shall not in aggregate exceed the particular contract price and is limited to replacement or repair of any defective materials, subject to any claim having been made in writing by the Buyer immediately the Buyer has become aware of such defective materials. The Company shall not be liable for any consequential, indirect or special damage, loss or injury of any kind (including damage to other building components originally installed incorrectly) and the Buyer shall keep the Company indemnified against any claim howsoever arising.

9. Price

All prices include GST unless otherwise stated. Prices are based on the area measured or product quantity stated. Any change between the area measured the area insulated, or any change in GST rate, or in the costs of materials not delivered within 60 days of the acceptance date may result in a price adjustment, which shall be to the account of the Buyer.

10. Property/Risk

Risk of damage, loss or deterioration of or to any materials supplied shall be borne by the Buyer from the date of delivery of the goods. The Company may charge the Buyer to make good any damage done by the Buyer or the Buyer's agents to the goods. Property (being both legal & equitable title) in all goods supplied shall be retained by the Company until the purchase price of the goods pursuant to the contract has been paid in full. The goods are subject to a continuing security interest in favour of the Company for the payment of all amounts owing under this contract.

The Buyer acknowledges that the Company may register its security interest in the goods & all the Buyer's present & future rights in relation to the goods on the Personal Properties Securities Register & shall assist the Company to ensure it has a perfected first ranking security interest in the goods & any proceeds. The Company shall be entitled to enter any premises on which goods corresponding to the description of goods are situated and take possession of the same. The Buyer shall keep the Company indemnified against any damage caused howsoever in recovery of any materials pursuant to this provision.

11. Representations

The Buyer shall not make any representation or warranty to any third party concerning the condition or performance of materials supplied other than as is expressly stated by or permitted in the Company's published literature.

12. Other Conditions