

1. General

1.1 In these terms and conditions:

- (a) "Customer" means the customer, any person acting on behalf of or with the authority of the customer, or any person purchasing Goods and/or Services from Fit Easy Doors Limited;
- (b) "Default" means each of the events set out in clause 7.6;
- (c) "Goods" means all goods and products supplied by Fit Easy Doors Limited to the Customer from time to time;
- (d) "FED" means Fit Easy Doors Limited, including employees, contractors and agents, and its successors and assigns;
- (e) "premises" includes, without limitation, any house, building, or vehicle;
- (f) "Price" means the cost of the Goods and Services as determined in accordance with clause 4.1; and
- (g) "Services" means all the services supplied by FED to the Customer.

1.2 The Goods and Services are supplied on these terms and conditions of trade. No variation of these terms and conditions of trade is permitted unless FED has agreed in writing to such variation. These terms and conditions of trade prevail over the terms of any purchase order or any other terms of contract submitted by the Customer.

1.3 The parties to a particular contract shall be the Customer, and the FED Company which renders the invoice for the Goods and Services provided.

2. Quotation

2.1 Where a quotation is given by FED for Goods and Services:

- (a) Subject to clause 2.2, the quotation shall be valid for thirty (30) days from the date of issue and thereafter shall be deemed to be withdrawn;
- (b) Only Goods and Services itemised in the quotation are included in the contract;
- (c) The quotation shall be exclusive of GST unless specifically stated otherwise;
- (d) No variation of the quotation is permitted unless FED has agreed in writing to such variation; and
- (e) FED reserves the right to alter the quotation because of circumstances beyond its control.

2.2 FED reserves the right to withdraw a quotation at any time.

2.3 A quotation is based on rates and conditions at the time of issue. Any increase in the cost of labour or materials thereafter may be charged at FED's sole discretion and FED may increase the price quoted at any time prior to the quotation being accepted.

3. Acceptance

3.1 Any instructions received by FED from the Customer for the supply of Goods and Services and /or, the signing of any quotation provided by FED to the Customer shall constitute acceptance of these terms and conditions of trade.

3.2 Any use of a trade account with FED shall constitute acceptance of these terms and conditions of trade.

4. Price and Payment

4.1 The Price shall be either:

- (a) Subject to clause 2.2, the Price stated in FED's quotation; or
- (b) If there is no quotation, the cost of the Goods and Services calculated using FED's prices current at the time of invoice.

4.2 Payment of the Price is to be made by the Customer to FED in full:

(a) On delivery of the Goods or completion of performance of the Services; or

(b) Where the Customer holds a trade account with FED, before the 20th day of the month following the date of invoice.

4.3 Time for payment for the Goods and Services shall be of the essence. In certain instances FED reserves the right to require payment in advance or cash on delivery from any customer.

4.4 The Customer will make all payments due to FED in full without deduction or set off by way of cash, cheque, bank cheque, direct credit, or by any other method agreed by FED. Receipt by FED of any form of payment other than cash or bank cheque shall not be deemed to be payment until that form of payment has been honoured or cleared.

4.5 Any deposit paid is non-refundable.

4.6 If the provision of Goods and the performance of Services are made by FED in relation to construction work (as defined in the Construction Contracts Act 2002) then any invoice issued by FED in relation to the Goods and Services is a payment claim for the purposes of Section 20 of the Construction Contracts Act 2002.

4.7 Goods and Services are sold subject to goods and services tax.

5. Supply and Delivery

5.1 The Customer may place orders for Goods or Services from time to time. FED will use its reasonable endeavours to deliver all Goods and provide Services within the agreed time, or if no time has been agreed upon, within fourteen business days of receipt of each order. FED has no obligation to deliver any Goods or provide any Services unless FED accepts the order.

5.2 The anticipated time of supply will be extended if, for reasons outside of FED's reasonable control, Goods or Services are not able to be procured, or if FED is not able to obtain unimpeded access to the relevant premises for delivering the Goods or performance of the Services.

5.3 FED shall not be liable for any loss or damage suffered or incurred by the Customer or by any third party as a result of any delay by FED in delivering and/or completing the Goods and Services.

5.4 FED may make delivery of Goods or Services by instalments and the Customer must pay for any such instalments regardless of whether all the Goods or Services ordered have been delivered or performed.

5.5 If it becomes impracticable for FED to supply any Goods or Service ordered by the Customer, FED shall use reasonable endeavours to obtain a substitute product or service reasonably suited for the Customer's requirements, and may offer to supply that product or service in substitution, at FED's normal price of that substituted product or service. The Customer shall be free to accept or decline that offer. The Customer shall have no claim against FED in an event that it is impracticable for FED to supply a product or service.

5.6 delivery shall take place:

(a) When the Goods are uplifted by the Customer from FED's premises; or

(b) When FED personnel deliver the Goods to the Customer or to the Customer's premises; or

(c) When the Goods are provided by FED to a courier organization for delivery to the Customer.

5.7 All Goods which are to be delivered to a courier for carriage to the Customer shall be delivered upon the following terms:

(a) The Customer accepts all risk relating to the Goods following delivery to the courier;

(b) The Customer accepts that the terms of carriage will be the standard terms upon which the courier carries goods for FED or FED's customers from time to time.

5.8 **Important** Returns will not be accepted unless the goods are faulty or supplied incorrectly and are returned within 7 days from being received. Specially made goods are not returnable. If goods are accepted for credit a 20% handling charge will apply. Added value to goods will not be reimbursed. Damage in transit or goods not manufactured to specification must be notified within 24 hours of receipt of goods.

6. Risk

6.1 Notwithstanding that FED retains ownership of the Goods until payment is made in full, all risk in the Goods passes to the Customer on delivery (or deemed delivery).

7. Title and Security (Personal Property Securities Act 1999 ("PPSA"))

7.1 The Customer grants to FED a purchase money security interest ("PMSI") in the Goods and agrees that the PMSI has attached to all Goods supplied now or in the future to the Customer by FED and that the attachment of the PMSI has in no way been deferred or postponed from the date of these terms and conditions.

7.2 Title in any Goods and Services supplied by FED passes to the Customer only when the Customer has made payment in full for all Goods and Services provided and of all other sums due to FED by the Customer on any account whatsoever. Until all sums due to FED have been paid in full FED has a security interest in all Goods and Services provided to the Customer.

7.3 Without limitation to any other rights afforded to FED under the PPSA, until the Customer has paid for the Goods and Services in full:

(a) The Goods shall be held as fiduciary bailee for and on behalf of FED; and

(b) If the Goods are sold by the Customer before payment in full to FED then the proceeds of sale (less any mark-up imposed by the Customer on such sale) shall be held in trust by the Customer for FED in a separate bank account.

7.4 If the Goods and Services are attached, fixed or incorporated into any property (including any real property) of the Customer or any third person, title to the Goods and Services shall remain with FED until payment has been made in full. The Customer will, prior to installation of any Goods into real property, notify any mortgagee of such property of FED's PMSI in such Goods.

7.5 The Customer hereby irrevocably grants FED and its agents authority to enter any premises owned or occupied by the Customer or on which Goods and Services are situated at any reasonable time after Default by the Customer or before Default if FED believes that a default is likely and to remove and repossess any Goods and Services and any other property to which the Goods and Services are attached or in which the Goods and Services are incorporated. FED shall not be liable for any costs, damages, expenses or losses suffered or incurred by the Customer or any third party as a result of this action, nor will FED be liable to the Customer or such third parties in contract, tort or otherwise in any way unless by statute such liability cannot be excluded. FED may (at its sole option) either resell any repossessed Goods and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage and selling costs) or may retain any repossessed Goods and Services and credit the Customer's account with the invoice value thereof less such sum as FED reasonably determines on account of wear and tear, depreciation, obsolescence, loss or other costs.

7.6 Each of the following shall constitute a Default by the Customer:

(a) Non-payment of any sum by the due date;

(b) The Customer intimates that it will not pay any sum by the due date;

- (c) Failure by the Customer to comply with any obligations imposed on it under these terms and conditions of trade;
- (d) Any Goods are seized by any other creditor of the Customer;
- (e) Any Goods are materially damaged after delivery to the Customer and before payment in full has been made by the Customer;
- (f) The Customer is declared bankrupt, is placed in liquidation or voluntary administration or a receiver or administrator is appointed to any of the Customer's assets;
- (g) A material adverse change in the financial position of the Customer occurs (as reasonably determined by FED).

7.7 If a default occurs all amounts owing by the Customer shall be immediately due and payable and FED shall be entitled to enforce all rights available to it under these terms and conditions of trade, at the cost, risk and responsibility of the Customer in all respects.

7.8 The Customer undertakes to sign any further documents and/or provide any further information (such information to be completed, accurate and up-to-date in all respects) which FED may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register in respect of the PMSI granted to FED under clause 7.1.

7.9 The Customer shall not change its name without first notifying FED of the new name and not less than seven (7) days before the change takes effect.

7.10 The Customer waives its rights as a debtor under sections 114(1) (A), 116, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA.

7.11 Unless otherwise agreed to in writing by FED, the Customer waives its right to receive verification statements and financing change statements under the PPSA.

7.12 If the Credit (Repossession) Act 1997 applies to any transaction between the Customer and FED, the Customer has the rights provided for in such Act to the extent that they are inconsistent with anything in these terms and conditions of trade and cannot be contracted out of.

7.13 If the Goods are incorporated into real property, or the Services relate to real property, the Customer grants FED a mortgage over that property securing all monies owed in relation to such Goods and Services.

8. Defects

8.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days notify FED of any alleged defect, shortage in quantity, damage or failure to comply with any quotation or description agreed in writing by FED.

8.2 The Customer shall afford FED an opportunity to inspect the Goods within a reasonable time of the Customer notifying FED of any alleged defect, shortage in quantity, damage or failure to comply with any quotation or description agreed in writing by FED.

8.3 If the Customer shall fail to comply with clauses 8.1 and 8.2, the Goods shall be deemed to be free from any defect, damage or failure to comply with any description or quotation.

8.4 For Goods which FED has agreed in writing that the Customer is entitled to reject, FED's liability is limited to either (at FED's option) replacing or repairing the Goods.

8.5 Returns of Goods will only be accepted by FED if:

- (a) The Customer has complied with the provisions of clause 8.1 or FED has agreed in writing to accept the return of the Goods; and
- (b) The Goods are returned at the Customer's cost within fourteen (14) days of delivery (or deemed delivery) ; and

(c) The Goods are returned in the condition in which they were delivered.

9. Warranties

9.1 Where the Goods have the benefit of a third-party warranty, FED will (to the extent permitted by the third party) pass the benefit of such warranty to the Customer, but will not itself be liable under such warranty.

9.2 FED warrants all workmanship in the completion of Services and the installation of Goods for a period of twelve months following the date of performance of such Services or installation of Goods. For the avoidance of doubt, this workmanship warranty from FED does not in any way extend or limit the benefit of a manufacturer's warranty (if any) under clause 9.1.

9.3 To the extent legally permitted, and subject only to clauses 9.1, 9.2. And 10:

(a) All warranties and representations implied by customary practice, at law, or under statute, are excluded;

(b) FED's liability in connection with any Goods or Service is limited (at FED's option) to the repair or replacement of the relevant Goods and Services. In no event, shall FED's liability to the Customer exceed the Price of the relevant Goods and Services;

(c) FED shall not be liable in contract, tort (including negligence), or otherwise for any direct or indirect damage, economic loss, or consequential or other loss whatsoever in respect of or arising out of Goods or Services provided by FED or any act or omission of FED.

10. Consumer Guarantees Act 1993

10.1 These terms and conditions of trade are subject to the provisions of the Consumer Guarantees Act 1993 ("CGA") in all cases where the Customer is a consumer and does not acquire the Goods for the purposes of business. In this clause 10 the terms "consumer" and "business" have the meanings given to them in the CGA.

10.2 In any event, FED's liability under any claim shall not exceed the cost of the Goods and Services.

10.3 FED does not make or give any express guarantees (as defined in the CGA).

10.4 Nothing in these terms is intended 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 these terms are to be modified to the extent necessary to give effect to that intention.

11. Intellectual Property

11.1 The Customer acknowledges that FED (or its supplier) is the sole owner of the copyright in the Goods. The Customer must not copy or permit any other person to copy any fabricated product or system, or otherwise deal with the intellectual property in the Goods in any manner without the specific written consent of FED (or its supplier) as owner of the intellectual property.

12. Default and Consequences of Default

12.1 If the Customer fails to make payment of any amount by the due date interest (calculated daily from the due date until the date that payment is made in full to FED) shall accrue and be payable on the overdue amount at the rate of 2.5% per calendar month. Such interest shall compound monthly at such a rate after as well as before any judgment.

12.2 If the Customer defaults in payment of any amount when due, the Customer shall indemnify FED from and against all costs and disbursements incurred by FED (including solicitor/client costs on a full indemnity basis and collection agency costs), arising from, or consequent on, enforcement and/or collection of the overdue amount.

12.3 If payment of any amount by the Customer (whether by cheque, credit card, or other means) is dishonoured or rejected by the paying bank or agency, the Customer shall be liable to pay FED an administration fee of \$50.00. This fee is in addition to all interest and other costs payable by the Customer under this clause 12.

12.4 If a Default occurs, then without prejudice to any other rights of FED under these terms and conditions of trade or at law (including under the CCA) FED may, in its sole discretion:

(a) Suspend or terminate the supply of Goods and Services to the Customer and any of FED's other obligations under these terms and conditions of trade; and/or

(b) Cancel all or any part of any order of the Customer which remains unperformed.

12.5 FED will not be liable to the Customer for any loss or damage the Customer suffers as a result of any exercise by FED of its rights under this clause 12.

12.6 FED's rights under this clause 12 are in addition to and not in substitution for any other rights FED may have at law.

13. Cancellation

13.1 The Customer may only cancel an order for Goods or Services if agreed in writing by FED.

13.2 If any order for Goods and Services is cancelled under clause 13.1 or is cancelled by FED at any stage prior to delivery or performance of the Goods and Services the Customer shall remain liable to make payment for all work undertaken by FED up to the time of cancellation.

14. Privacy Act 1993

14.1 The Customer irrevocably authorises:

(a) Any person or corporation to provide FED such information as FED may require in response to any credit enquiry in relation to the Customer;

(b) FED to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and

(c) FED to disclose information about the Customer, whether collected by FED from the Customer directly or obtained by FED 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 Customer.

14.2 Where the Customer is an individual:

(a) The authorities under clause 14.1 are authorities or consents for the purposes of the Privacy Act 1993; and

(b) The Customer shall have the right to request FED for a copy of the information about the Customer retained by FED and the right to request FED to correct any incorrect information about the Customer held by FED.

15. Customer's Indemnity

The Customer warrants that it has full authority to authorise FED to install any Goods installed by FED at the Customer's request. The Customer indemnifies FED against the consequences of any claim by any third party following installation of the Goods at the direction of the Customer. Such indemnity extends to reasonable legal costs incurred by FED arising out of the claim by the third party.

15.1 The Customer shall provide FED full access to premises in which Goods are to be installed or Services are to be performed, and adequate power, lighting, and other facilities to allow FED to install such Goods and perform such Services. FED may make further charges to the Customer should there be any delay, or additional attendances as a

consequence of lack of access to facilities or lack of adequate facilities.

15.2 The Customer will provide FED with reasonable notice in advance if it is necessary for FED to co-ordinate with any other tradespersons in connection with the installation of Goods or performance of Services.

16. General

16.1 If any provision of these terms and conditions of trade shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16.2 These terms and conditions of trade and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

16.3 FED may assign its rights under these terms and conditions of trade and under any contract formed with the Customer and may sub-contract all or any part of its rights and obligations, in each case without the Customer's consent.

16.4 FED reserves the right to review and amend these terms and conditions of trade at any time. If, following any such review, there is to be any change to these terms and conditions of trade, and then that change will take effect from the date on which FED notifies the Customer of such change.

16.5 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

Care and Handling

Storage: Doors must be stored on a flat dry surface that is elevated from the ground. Doors must have a cover sheet on top while in storage to prevent direct sunlight from affecting the timber.

Painting: Fit Easy Doors recommend that doors are not painted in dark colours as this increases the heat absorption aspect of the door and can amplify the sun's effect on the timber. A higher quality finish can be achieved through careful preparation of the door. Prior to application of sealer/primer coat all surfaces to be painted should be lightly sanded with a 320 grit paper.

Doors should be sealed and or primed as soon as possible on both faces and all four edges. Exposed areas of the door increase the opportunity for moisture to enter the wooden components of the door.

No liability will be accepted for work such as hanging, painting, reglazing or other consequential loss. Natural variations of colours and textures and minor shrinking and swelling of components are a normal characteristic of wood and composites, which vary with seasonal humidity and are not considered defects. We try to ensure that the timber and other materials have been prepared to make them suitable.

It is impossible to know all the circumstances surrounding every situation in which our products are stored and installed. Seasonal and geographic variations in atmospheric moisture may cause some shrinkage and expansion and therefore

Fit Easy Doors will not consider any of the following defects:

(a) A warp shall not be considered as a defect unless it exceeds 5mm in the door. It refers to distortion within the door itself and not to its relationship to the jamb or frame in which it is hung.

(b) Natural variations in colour or texture of the wood and other materials are not considered defects.

(c) Minor variations in dimensions are not regarded as defects. The manufacturer will not accept responsibility or liability for any damage resulting from failure to adhere to the following conditions: Interior doors should not be subjected to direct sunlight or in environments with excessively high humidity, wet areas or where a fire or smoke rated door is required. Porch doors should be in a sheltered position and not be subjected to the unprotected exposure of direct sunlight and/or rain and other prevailing weather conditions and wet areas. **Primed doors have both faces primed it is recommended that all four edges are also primed upon arrival to site.**

It is recommended that standard doors are hung with 3 hinges. It is also recommended that solid chipboard and over-height doors are hung with 4 hinges. Flush panel and grooved doors have a label on one edge of the door that refers the builder to the lock block. 4 & 6 Panel doors have a lock block either side.

Glazing: Building standards state that glass in interior doors must be 5mm toughened glass for this area of glass. Glass can easily be inserted after painting and finishing of the door.

Hardware: Doors are not supplied with nor are they drilled for hardware unless specifically ordered.

Alterations: Any cutting down of the doors that removes more than 3mm (standard doors only) from any surface will render the warranty void. We do not recommend altering the size of the door from the manufactured dimensions. It is important that all interior and porch doors be painted in light colours to reduce the risk of heat distortion, which may cause warping.

Important

Doors should only be stored or hung in dry buildings and not in damp, moist areas. They should not come in direct contact with freshly plastered or concreted surfaces. As soon as possible after doors arrive on site, the entire door, including the top and bottom edges must receive two coats of paint or sealer to prevent absorption of moisture.

Cavity, Robe makers and surface sliders doors - unless all 6 sides (both sides and all 4 edges) are painted there is no warranty for any bowing of the door.

The utility or structural strength must not be impaired in the fitting of the door, the application of hardware, or cutting and altering of the door for any special detailing. This includes doors for use in cavity sliders.

Cutting and altering the door size is not recommended. A maximum of 3mm may be trimmed from any door.

All hollow doors must be hinged with at least three hinges. All solid core and over height doors must be hinged with at least four hinges.

Normal "show-through" of frame components in doors shall not be considered a defect.

Semi-gloss or satin finish paints are recommended for all doors to reduce "show-through".

In the rare event that you should need to lodge a claim we require that all doors be inspected upon arrival for visible defects and all claims should be lodged within seven days of receipt of doors and before doors are hung or treated in any way.