

COMPANY TERMS AND CONDITIONS OF SALE

(These 'Terms and Conditions of Sale' may be amended from time to time, a current copy is available on request)

Definitions:

The CLIENT also includes the Client's workers, employees and delegated associates.

TNZ means any Franchise Businesses, Limited and Subsidiary Companies trading as TILE NEW ZEALAND.

Goods means all products and services supplied.

PPSA means the Personal Property Securities Act 1999 and subsequent amendment Acts.

The Client understands and agrees that payment is due on or before the due date or as otherwise requested by TNZ. The due date for payment is deemed to be the day of supply of the goods or as otherwise agreed by TNZ. Payments will be made in full, without deductions of any nature, whether by way of set off, counter claim or other. Ordering and/or receiving the goods is deemed as acceptance of these Terms and Conditions of Sale.

Measurements, quantities and variances. All measurements and quantities should be confirmed by the Client. Due to the variables involved TNZ cannot provide an accurate measure. TNZ recommends the Client have their Installer provide an on-site measure. Due to batch variations product supplied may vary from showroom samples. The Client should confirm satisfaction with product supplied prior to installation. TNZ cannot accept claims after installation.

Availability, freight, imports. Supply of product is subject to availability and will need to be confirmed by a physical check with warehouse/manufacturer. Due to production scheduling and the possibility of stock damage, shipping delays and other unforeseen circumstances, supply is subject to availability. Freight and shipping times/dates are estimated guides only as these are not controlled by TNZ. All indent orders require full payment which is non-refundable.

Quality Policy. TNZ is dedicated to developing a range of quality products. However as most products are manufactured there is a possibility a fault may pass quality control. The Client should advise TNZ of any such fault immediately and without exception BEFORE installation. NO consideration of replacement, exchange or reduction in price will be made once the product has been installed.

In the case of a fault (prior to installation) TNZ may offer that you:

- return the goods for credit, or
- return the goods for a replacement of similar value and type (if the goods are reasonably available as part of the supplier's stock), or
- keep the goods and have the price reduced to make up for its drop in value.

Risk and Damage. Goods supplied by TNZ to the Client are at the Client's risk immediately on delivery at the Client's designated property, collected by the Client and/or handed over to the Client's Carrier or otherwise into the Client's custody (whichever is the sooner). ALL product should be checked by the client/receiver immediately on collection/arrival to ensure the client/receiver is satisfied they have received the right product and it is in good condition. If there is an issue with the product this should be notified to TNZ immediately, alternatively it will be deemed as full acceptance by the client. Should for any reason product be received in damaged condition this should be notified to the freight/carrier and TNZ immediately on arrival and declared in writing on freight/carriers consignment note. The carrier should be instructed to return damaged product to TNZ immediately, so TNZ may arrange inspection by carrier. Damaged product returned to TNZ shall be replaced provided the following is agreed; a) the freight/carrier agrees liability and reimbursement, and b) replacement stock is available.

Cancellation of Orders. Orders, once accepted by TNZ, may not be cancelled without TNZ's prior written agreement. The Client acknowledges that, if TNZ in its absolute discretion agrees to cancellation of part or all of an order, TNZ may, amongst other things, make that acceptance conditional upon payment by the Client of a reasonable handling charge. In the case where a deposit has been paid, and if eligible, the appropriate handling charge will be deducted and the remaining portion of the deposit may be refunded or applied as a store credit. Store credits, approved for any reason whatsoever, shall expire if not used within 12 months.

Product returns. Due to the nature of the products TNZ is unable to accept returns. The Client is responsible for choosing products carefully and ensuring that the quantity required when ordering is correct. In the case goods are supplied for business purposes or for re-supply in trade, all warranties or any other liabilities under the Consumer Guarantees Act 1993 do not apply to these Terms and Conditions of Sale. Products such as special price/sale items are non-returnable. Adhesives, grouts, trims, silicone, sealers, sealers, cleaners and all other consumable products, are non-returnable, unless faulty, in which case they will be returned to the Manufacturer who will at their discretion replace or refund.

Product warranty. Product warranties vary according to the product, range and manufacturer. All are subject to installation meeting respective standards and full payment being received for product/project. Warranty/s do not apply to a) special price/sale products b) if installation is non-compliant or full payment has not been received.

Late payments are subject to interest charges of 2.5% per month calculated on a daily basis from the date payment is due until such time as all amounts owing are paid in full (this includes interest, penalties, collection costs, Third Party and/or otherwise), all collection and recovery costs incurred by TNZ are the responsibility of the Client. All overdue accounts will incur administration and booking fees. Non payment voids all warranties.

TNZ reserves the right to alter payment terms and conditions. Quotations and/or Estimates are valid for 7 days.



Ownership of Goods. Title to and property in the goods supplied shall not pass to the client/purchaser until payment of the whole of the purchase price and interest/collection costs (if any) is paid in full. All goods supplied remain the property of TNZ until paid for in full and can be removed without notice. In the case where the Client deals with or processes goods so as to irrevocably mix TNZ goods and/or the goods of a Third Party so that they become acccessions or otherwise co-mingled ('the combined goods'), TNZ shall retain property in the combined goods in proportion to the TNZ goods, which form part of the combined goods. TNZ shall be entitled, under s 109 of the PPSA or otherwise, to re-possess the goods at any time prior to the date of full payment being received. For this purpose the Client hereby authorises and empowers TNZ to enter upon any premises for the purpose of taking possession of the goods sold without being liable in any respect whatsoever for any loss occasioned to the Client by such re-possession. The Client and TNZ agree that nothing in sections 114(1)(a), 125, 129, 132, 133 and 134 of the PPSA will apply to these Terms and Conditions of Sale, or the 'purchase money security interest' ('PMSI') or the security interest created by these Terms and Conditions.

PPSA. To secure payment for the goods the Client grants to TNZ a PMSI in terms of the PPSA. The Client grants the PMSI in return for TNZ supplying the goods on credit. The PMSI is granted over the goods themselves or the proceeds of sale of the goods. All supplies of goods after the date of these Terms and Conditions of Sale are subject to the PMSI, and nothing shall postpone the attachment of the PMSI to the goods. The Client acknowledges that TNZ may register the PMSI on the Personal Property Securities Register ('PPSR'). The Client shall provide all necessary information to enable TNZ to register the PMSI, and will complete the company Agreement to supply product/s and services' document if required by TNZ. The Client also waives the right to receive written confirmation of the registration in the form of a verification statement, or otherwise. The costs of registering the PMSI shall be borne by the Client, and may be debited against their account and/or invoiced to the client accordingly for immediate payment. The Client shall not allow any person to register another PMSI or security interest of any kind over any of the goods. In these Terms and Conditions of Sale the terms 'accessions', 'attachment', 'purchase money security interest', 'verification statement', and all related terms have the meanings given them by the PPSA.

Insolvency of Client. A breach of these Terms and Conditions is deemed to occur if: (a) an application or order is made to or by a court or a resolution is passed for the winding up of the Client or a notice of intention to propose such a resolution is given; or (b) an Assignee is appointed, pursuant to the provisions of the Insolvency Act 1967, in respect of the Client, or the whole or any part of its undertaking or property. If any of these specified breaches occurs, TNZ is entitled to exercise any of its rights as secured party pursuant to the PPSA including those rights described in section 109 of the PPSA and those rights described elsewhere in these Terms and Conditions of Sale.

Liability for Collection Costs. Third Party and TNZ Internal collection costs are payable by the Client. This includes all costs incurred through legal representation, debt collection agencies, investigation companies, administration costs and charges. Third Party and TNZ Internal costs and charges are authorised and charged at the discretion of TNZ.

Force Majeure. If a party is prevented from or delayed in complying with an obligation (other than to pay money) by an event beyond its reasonable control, liability for non-performance by it of that obligation is suspended during that time, but only to the extent that performance is prevented or delayed by that event or events.

Credit. The Client warrants any information given to TNZ is true and correct and authorises TNZ to obtain, check and exchange such personal information as TNZ may require from any Credit Agency and any other source as required to gain information suitable to determine credit worthiness at this time and anytime thereafter in the future for the operation of any account and any agreement the Client and TNZ may enter into.

The Client acknowledges that these Terms and Conditions of Sale will form part of any agreement the Client and TNZ may enter into at any time in the future.

DECLARATION: THE CLIENT ACKNOWLEDGES ALL INFORMATION SUPPLIED BY THE CLIENT IS TRUE AND CORRECT.

IN THE CASE OF A COMPANY, PARTNERSHIP ETC. THE CLIENT CONFIRMS THEY ARE AUTHORISED TO DISCLOSE ALL INFORMATION SUPPLIED.

PERSONAL GUARANTEE: IN THE CASE THE CLIENT IS A COMPANY, THEY JOINTLY AND SEVERALLY GUARANTEE ALL PAYMENTS.

PRIVACY ACT 1993

The Client is entitled to have access to any personal information held by TNZ and request correction of any such information under the provisions of the Privacy Act 1993.