

## Terms and Conditions of Trade

The following terms and conditions apply where warmth.nz (warmth.nz) supplies Goods or Services to a person, firm or company (the Client) which warmth.nz believes will be used in the course of trade, and the terms of the Consumer Guarantees Act 1993 shall not apply.

These terms may be updated by warmth.nz from time to time, and such updated terms will apply to all orders placed after such updated terms are published on warmth.nz's website.

Current terms may also be obtained on request from warmth.nz. Consumers (as that term is defined in the Consumer Guarantees Act 1993) must contract with warmth.nz on warmth.nz's retail terms of trade.

### 1. CONTRACT FORMATION

a. A binding contract will form between the parties on notification to warmth.nz of the Client's acceptance of warmth.nz's quotation or warmth.nz's acceptance of the Client's purchase order, and these terms (as may be updated by warmth.nz from time to time) will apply to such contract regardless of any terms which may be included on the Client's purchase order.

### 2. PRICE, GST AND INSTALLATION CHARGES

a. All orders for Goods and Services shall be filled at the prices set out in warmth.nz's valid written quotation or warmth.nz's current price list as at the date of supply of the order by warmth.nz.

b. We may withdraw any quotation before it is accepted, and in any event any quotation will lapse, without notice, 90 days after it is given, unless a deposit has been paid.

c. Unless stated otherwise, all prices quoted by warmth.nz are inclusive of GST, transport and other taxes which are payable by the Client.

d. Unless otherwise noted, the charges in a fully installed system quote are standard installation charges assuming pipes are stapled directly to the polystyrene, feeder pipes are installed through the slab within the building footprint, heat pump unit(s) are installed against the property on levelled ground and only 3 trips required for 3 installation stages.

e. Items that are NOT INCLUDED in the standard installation costs, unless otherwise noted, including but not limited to the following: polystyrene slab insulation, marking of interior walls, doors, kitchen benches, cupboards etc., feeder pipes installed through walls and/or ceiling cavities, landscaping and ground preparation including drainage and concrete pads, extension of feeder pipes and wiring, wall mounting brackets, manifold covers.

f. Design Producer Statements for the consent process with councils are provided as necessary and the cost is not included in this quote.

### 3. VARIATIONS

a. Any variations to this quote must be agreed by warmth.nz Ltd and confirmed in writing. Extra charges will occur for variations. This includes, but not limited to any changes to previously confirmed equipment positions once they have been piped and the removal and re-instating of already installed equipment due to circumstances outside of our control.

Specific stage site visits, which are sufficient to complete the installation, have been allowed for in this quote. If work is held up or hindered by other contractors, the Client or the building company, and therefore site visits are wasted or extra visits required, these will be invoiced in addition to the amount stated in the quote.

b. warmth.nz reserves the right to revise at any time of the quantity or type of Goods or Services supplied to the Client if it believes that other Goods or Services supplied by warmth.nz can fulfil the same function.

### 4. INVOICING & TERMS OF PAYMENT

a. Once pipelay is paid, the quoted price is valid until the completion of the build as long as this is less than one year. (Please contact us if the build time exceeds this).

b. For trade equipment supplies,

The payment for Goods, equipment and/or Services shall be made within seven working days of date of invoice, unless prior written arrangement has been made with warmth.nz. Clients with agreed credit accounts with warmth.nz must pay in full by the 20th of the month following invoice.

c. Payment of all moneys is to be without set-off or deduction of any kind.

d. Any expenses, disbursements and costs incurred by warmth.nz in the enforcement of any rights will be payable by the Client, including all legal fees and/or debt collection fees.

e. If full payment of any invoice is not made on the due date then without prejudice to any other remedies available to us: we may cancel or withhold supply of further Goods or Services.

### 5. OWNERSHIP

a. Ownership of Goods shall not pass upon delivery and remains with warmth.nz until payment for the Goods is made in full and the Client authorises warmth.nz to register a financing statement on the Personal Property Securities Register to protect warmth.nz's position.

b. If any of the Goods are installed in or affixed to and become an accession to other Goods, the Security Interest continues in the accession in accordance with the PPSA. If the Goods become affixed to land then, provided that the Goods can be separated from the land to which they are affixed, they remain warmth.nz's property and we may uplift and retake possession of the Goods if the Client fails to meet their obligations under these Terms.

### 6. CREDIT INFORMATION

a. The Client consents to warmth.nz making enquiries of, obtaining any information from and providing information to, any financier or credit rating agency about the financial standing and credit worthiness of the Client.

### 7. DELAY AND DELIVERY

a. warmth.nz is not liable to the Client for any delay or failure to supply Goods or Services. Dates given by warmth.nz shall be indicative only and shall not be part of the conditions of sale. warmth.nz shall not be liable to the Client for any loss of revenue or profits or any consequential loss of damages for failure to deliver on any indicative date given.

b. Goods or Services will be supplied by warmth.nz during regular working hours on regular working days. If for any reason the Client requests warmth.nz to supply Goods or Services outside regular working hours, any overtime or any such additional expenses shall be paid by the Client as part of the price at warmth.nz's then current labour rates.

c. Extra costs incurred by warmth.nz due to cessation of work or increased work occasioned by the Client's instructions or lack of clear instructions, mistakes (other than by warmth.nz), or work for which warmth.nz is not responsible shall be reimbursed by the Client to warmth.nz on invoice.

### 8. CLAIMS, LOSS OR DAMAGE TO GOODS

a. Goods supplied shall be examined by the Client promptly upon delivery. Any damage or issue shall be reported to warmth.nz immediately, including photographs to be emailed, in accordance with warmth.nz's Warranty and Returns procedures as set out on warmth.nz's website and available to the Client on request. To the full extent permitted by law no claim will be recognized by warmth.nz unless the claim is made as soon as is reasonably possible and in any event within five (5) days after delivery of the Goods to which the claim relates.

b. warmth.nz is not liable for any loss or damage to Goods or equipment following despatch from warmth.nz. Any costs arising from loss or damage to Goods or equipment on the Client's site must be paid by the Client.

c. Claims for loss in transit shall be made against the carrier in accordance with the provisions of the Carriage of Goods Acts 1979.

### 9. RETURN OF GOODS

a. The Client must obtain warmth.nz's written approval before returning any Goods in accordance with the warmth.nz Returns Policy.

b. Goods may be returned for credit if:-they do not comply with the description under which they were sold;-they are not of merchantable quality; and/or -they are not reasonably fit for the purpose that warmth.nz knew they were intended for.

### 11. LIMITATION OF LIABILITY

a. warmth.nz applies the warranty of the manufacturer(s) of the Goods sold to the Client, provided the Client's claim is within the provisions of the manufacturer's warranty in relation to the relevant Goods. warmth.nz shall, at its discretion, repair or replace the defective Goods, or refund the purchase price to the Client, provided:-the Goods have not been used or installed incorrectly or misused by the Client; and-the Client has supplied all relevant data and the invoice relating to the Goods when requested to do so by warmth.nz.

b. To the full extent permitted by law, warmth.nz will in no circumstances be liable to the Client for any loss, damage or expense, sustained or incurred, by the Client or any other party, whether direct or indirect, special or consequential, howsoever caused, arising directly or indirectly out of any act or omission by warmth.nz. warmth.nz's liability to the Client, if any, in contract, tort or otherwise, will be limited to the cost of repair or replacement of the relevant part, and in the case of Services, to the invoice value of the relevant Service, and in all instances any liability shall be reduced by the extent to which the Client contributed to the costs or loss.

### 12. BREACH

a. warmth.nz reserves the right to terminate supply of Goods and/or Services to the Client immediately upon the Client being in material breach of these Terms, and material breach shall include but not be limited to failure to pay any sums due by their due date.

### 13. NO WAIVER

a. Any delay or failure to enforce any of these terms shall not be a waiver of such term, and any waiver on any occasion shall not be a waiver on any subsequent occasion.

### 14. ENTIRE AGREEMENT

a. No waiver, change or modification of any of these terms or conditions or any additional terms and condition shall be binding on warmth.nz unless in writing signed by an authorized officer of warmth.nz.

#### **15. GOVERNING LAW**

a. These terms shall be governed by New Zealand law.

#### **16. PRIVACY POLICY**

a. warmth.nz recognises the importance of protecting your privacy. We comply with our obligations under the Privacy Act 1993 when handling personal information.

#### **17. INTELLECTUAL PROPERTY**

a. The Client agrees that warmth.nz may use any documents, designs, drawings and photography associated with the Client's project for the purposes of advertising, public relations, marketing, or entry into any competition.

**OFFICE:** 5/4 O'Briens Road, Sockburn, Christchurch 8042

**POSTAL:** 5/4 O'Briens Road, Sockburn, Christchurch 8042

**P:** 0800 477 778 **E:** info@warmth.nz **W:** [www.warmth.nz](http://www.warmth.nz)

## **WARRANTY**

### **1 OTHER WARRANTY RIGHTS AND NATIONAL LAW**

This warranty does not exclude or limit the buyer's statutory rights provided by national law, in particular, any such rights against the seller that arise from a legally effective purchase contract.

The warranty regulations mentioned herein are applicable unless they constitute an infringement of national warranty law.

This warranty does not diminish your rights under the Consumer Guarantees Act 1993.

### **2 WARRANTIES**

1. From the date of purchase warmth.nz Limited warrants all:

Underfloor pipe installed in the concrete slab to be free from manufacturing defects for a period of 20 years with an expected aged life of greater than 50 years.

Compression & crimp fittings for a period of 10 years.

SPRSUN Heat Pumps for a period of 5 years.

Underfloor Control Panels for a period of 2 years.

Circulation pumps, 2 years.

Heating & sundry valves for a period of 2 years.

Heat exchangers for a period of 2 years.

supplied provided they are installed in accordance with the requirements of [warmth.nz](http://warmth.nz) and with an approved installer, in accordance with the warranty regulations described below. If the products show any defects within the specified warranty period that are excluded from this warranty as described under section 5, [warmth.nz](http://warmth.nz) shall, at its discretion, charge the customer for the additional cost of these parts.

2. If the warranty claim proves to be justified, the product will be returned to the user freight prepaid. If any fault arising from manufacturing process is found in a new product, it must be returned to [warmth.nz](http://warmth.nz) within the stated warranty period for that product for inspection and or testing.

3. Warranty claims other than those indicated below are expressly excluded.

4. Warranty provisions are invalid if any payments remain unpaid on the contract.

### 3 WARRANTY EXTENSIONS

1. In the case of Pert pipe installed in slab an extended warranty of fifty (50) years applies provided it is installed in accordance with the requirements of [warmth.nz](http://warmth.nz) and with an approved installer.

### 4 RETURN/REPAIR AUTHORIZATION NUMBER

1. To obtain warranty service, the buyer (or his authorized dealer) must call [warmth.nz](http://warmth.nz) during normal business hours

**BEFORE** any work commences or returning of the product. All inquiries must be accompanied by a description of the problem. [warmth.nz](http://warmth.nz) will then issue a return/repair authorization number. Goods will be returned at buyer's expense if not accompanied with all the relevant information.

2. Subsequently, the product must be returned, together with the return authorization number to the address indicated by [warmth.nz](http://warmth.nz).

### 5 WARRANTY REGULATIONS

1. Warranty services will be furnished only if the product is accompanied by a copy of the original retail dealer's invoice. Any product deemed eligible for repair or replacement under the terms of this warranty will be repaired or replaced at the sole discretion of [warmth.nz](http://warmth.nz).

2. If the product needs to be modified or adapted in order to comply with applicable technical or safety standards on a national or local level, in any country which is not the country for which the product was originally developed and manufactured, the modification/adaption shall not be considered a defect in materials or workmanship. The warranty does not cover any such modification/adaption, irrespective of whether it was carried out properly or not. Under the terms of this warranty, [warmth.nz](http://warmth.nz) shall not be held

responsible for any cost resulting from such a modification/adaption.

3. Free inspections and maintenance/repair work are expressly excluded from this warranty, (i.e. clogged condensate drain, low batteries in the controllers, resetting or adjusting the temperature or programmes after the initial customer induction) in particular, if caused by improper handling of the product by the user. This also applies to defects caused by normal wear and tear, in particular, of valves, gauges, actuators, and control equipment.

4. Damages/defects caused by the following conditions are not covered by this warranty:

- Normal maintenance, cleaning or tuning requirements or faults that are a result of minimum maintenance requirements not being followed.
- Foreign matter in the water supplies.
- Water supplies that do not meet normal expected municipal water quality standards.
- Installation manner not in accordance with the manufacture's recommendations
- Connection or operation of the unit in any way that does not comply with the technical or safety regulations applicable in the country where the product is used.
- Damages/defects caused by force majeure or any other condition that is beyond the control of [warmth.nz](http://warmth.nz).
- Improper handling, neglect, or failure to operate the unit in compliance with the instructions given in the [warmth.nz](http://warmth.nz) user or service manuals.
- Normal wear and tear of perishable components.
- Environment operating conditions that are outside the minimum and or maximum recommendations.

5. Product failure due to power cuts and power surges are not covered by this warranty. Surge protection is the responsibility of a homeowner and may be covered under the home contents insurance policy.

6. Any repair or opening of the unit carried out by unauthorized personnel (user included) will void the warranty.

7. If an inspection of the product by [warmth.nz](http://warmth.nz) shows that the defect in question is not covered by the warranty, the inspection costs are payable by the customer.

8. Products which do not meet the terms of this warranty will be repaired exclusively at the buyer's expense. [warmth.nz](http://warmth.nz) will inform the buyer of any such circumstances. If the buyer fails to submit a written repair order within 6 weeks after notification, [warmth.nz](http://warmth.nz) will return the unit C.O.D. including freight and packing. Such costs will also be invoiced when the buyer has sent in a written repair order.

### 6 WARRANTY TRANSFERABILITY

This warranty is extended exclusively to the original buyer (customer of the retail dealer) and is not transferable to anyone who may subsequently purchase this product. No other person (retail dealer, etc.) shall be entitled to give any warranty promise on behalf of [warmth.nz](http://warmth.nz).

On application in writing by the Customer, the Company may, at its discretion, transfer the warranty if the house is sold within 12 months of the installation.

## 7 CLAIMS FOR DAMAGES

Evidence must be produced which confirms the relevant product was purchased from warmth.nz to validate any claim.

Any cost associated with the removal, replacement and return of any faulty product are not accepted without prior arrangement with warmth.nz.

Failure of **warmth.nz** to provide proper warranty service shall not entitle the buyer to claim (consequential) damages. In no event shall the liability of **warmth.nz** exceed the invoiced value of the product.