

## Terms and Conditions of Think Water Timaru

### 1. Acceptance

1. Any instructions received by the Supplier from the Customer for the supply of Goods and/or the Customer's acceptance of goods supplied by the Supplier shall constitute the Customer's continuing acceptance of these Terms and Conditions.
2. Upon acceptance of these Terms and Conditions by the Customer, the Terms and Conditions are irrevocable and can only be amended in accordance with these Terms and Conditions or with written consent of the manager of the Supplier.

### 2. Goods and Services

1. The Goods and/or Services are described on the invoice, quotation, work authorization or any other work commencement forms as provided by the Supplier to the Customer.

### 3. Price and Payments

1. The Price shall be as indicated on the invoice provided by the Supplier to the Customer in respect of the Goods supplied.
2. At the Supplier's sole discretion a deposit may be required. The deposit amount or percentage of the Price shall be stipulated at the time of the order of Goods and shall become immediately due and payable.
3. Time for payment for the Goods shall be of the essence and shall be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.
4. At the Supplier's sole discretion, for certain approved Customers, payment shall be due twenty (20) days following the date of the invoice (or as otherwise agreed in writing by the Supplier).
5. The Price shall be increased by the amount of GST and other taxes and duties which may be applicable, except to the extent that such tax is expressly included in any quotation given by the Supplier.
6. Late or nonpayment of goods and services will result in action by the supplier through the following process to acquire what is owed: 1, after 20<sup>th</sup> of the month any discounts will be withdrawn, and an overdue notice/sticker will be attached to the statement which will have all goods and services at full retail price. 2, after the 20<sup>th</sup> of the month following a notice of sending the account to the debt collectors will be sent, 3, after the 30<sup>th</sup> of that month, if after these actions the account is still not paid the supplier will implement clause 6.2 (b)

### 4. Risk

1. Notwithstanding the Supplier may retain ownership and title to the Goods pursuant to clause 13 of these Terms and Conditions, all risk for the Goods shall pass to the Customer on delivery. If any of the Goods are damaged or destroyed prior to ownership and title to the Goods passing to the Customer as set out in Clause 13, the Supplier is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions, to receive all insurance proceeds in relation to the Goods.

### 5. Defects>Returns

1. The Customer shall inspect the Goods on delivery and shall within fourteen (14) days of delivery notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following the delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Terms and Conditions and free from any defect or damage.

### 6. Title

1. Notwithstanding delivery of the Goods, the Customer acknowledges and agrees that ownership and title to the Goods shall not pass to the Customer until:
  - a. the Customer has paid all amounts owing for the particular Goods, and
  - b. the Customer has met all other obligations due by the Customer to the Supplier in respect of all agreements between the Supplier and the Customer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Supplier shall have received payment for the Goods and all other obligations of the Customer are met.
1. It is further agreed by the parties that:
  - a. Until such time as ownership of the Goods shall pass from the Supplier to the Customer, the Supplier may give notice in writing to the Customer to return the Goods or any of them to the Supplier. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.
  - b. If the Customer fails to return the Goods to the Supplier then the Supplier or the Supplier's agent may enter upon and into the land and premises owned, occupied or used by the Customer, or any other premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

### 2. Cancellation

1. The Supplier may terminate this agreement or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.

### 3. Lien and Stoppage in Transit

1. Where the Supplier has received or been tendered the whole of the Price and the payment has been dishonored, the Supplier shall have:
2. A lien on the Goods;
3. The right to retain the Goods while the Supplier is in possession of them;
4. A right to stop the Goods in transit whether or not delivery has been made or ownership has passed to the Customer; and
5. A right of resale or disposal, provided that the lien of the Supplier shall continue despite commencement or proceeding or judgment for the Price having been obtained.

### 4. General

1. This agreement constitutes the entire agreement between the parties relating in any way to the subject matter. All previous negotiations, understandings, representations, warranties or commitments about the subject matter are merged in this agreement and are of no further effect.
2. If any provisions of this agreement shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
3. Failure by the Supplier to enforce any of the Terms and Conditions shall not be construed as a waiver of any of the Supplier's rights or a waiver of continuing breach.
4. All Goods and Services supplied by the Supplier are subject to, and these Terms and Conditions shall be governed by, the laws of New Zealand and the Customer submits to the jurisdiction of the New Zealand courts.
5. The Supplier shall be under no liability to the Customer for any indirect loss or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of these Terms and Conditions.
6. In the event of any breach of this agreement by the Supplier, the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Supplier exceed the Price in relation to the Goods.
7. Neither party shall be liable for any default due to any act of God, terrorism, war, strike, industrial action, flood, storm or other event beyond the reasonable control of either party.
8. All payments required to be made by the Customer under this agreement must be made free of any set-off or counterclaim and without deduction or withholding whatsoever.
9. The credit facilities provided by the Supplier are not transferable by the Customer without the prior written consent of the Supplier. The Supplier may assign, license or sub-contract all or any part of its rights and obligations without the Customer's consent.
10. The Supplier reserves the right to review these Terms and Conditions at any time from time to time. If, following any such review, there is to be any change, it shall take effect from the date on which the Supplier notifies the Customer of such change.
11. This Notification is a sample of the full Terms and Conditions available on request from Think Water Timaru 19 Seadown Road Timaru.

## Think Water Timaru Return Policy

A restocking fee of 20% will be charged for on all credited stock items, provided they have been returned in a resalable condition and within 3 months of invoice date.

Proof of purchase must be provided. Any other items returned outside of these provisions can be returned but will not be refunded.