


Conditions of Sale

 **0800 222 9255**

1. Recommendations

- 1.1 This agreement applies when we, AAA Insulation, provide you, our customer, with goods and/or services.
- 1.2 Some of the goods and services that we may supply to you are subject to additional terms and conditions, specific to those goods and services.

2. Our Responsibilities

- 2.1 Our general responsibilities – When we provide you with our solutions, we will:
- a) supply goods and services in a way that complies with all relevant laws;
 - b) provide our services in a professional manner;
 - c) provide our goods and/or services in a timely way;
 - d) ensure our staff are suitably qualified to provide and/or install the goods and services, and
 - e) ensure our staff act in a courteous and professional manner.
- 2.2 When our staff visit your premises:
- (a) they will carry identification (you may ask to see their identification at any time, and we recommend that you ask to see identification before allowing anyone into your premises);
 - (b) we will take reasonable steps to minimize inconvenience to you, and
 - (c) we will try and comply with your reasonable requests.

3. Your Responsibilities

- 3.1 Your general responsibilities – We will require you to co-operate with us so that we can supply you with our solutions. In particular, you must:
- a) arrange for us to have the access to your premises that we need so we can supply the goods and services to you; and
 - b) do all things necessary to ensure that access to your premises is safe and free of obstructions and hazards (if there are any health and safety issues at your premises, you must let us know what they are before our staff visit). This includes ensuring that any dog or other animals on your premises are kept under control.
- 3.2 Your responsibilities when we supply goods to you. You must follow any instructions we give you or that the manufacturer provides about the use of those goods. Failure to do this may invalidate the manufacturer's product or other warranties.
- 3.3 Your responsibilities when we provide services to you, including when we install goods for you. You must:
- a) provide us with suitable access in all weather conditions for vehicles and equipment we may use for installation;
 - b) provide us with all reasonable services and amenities so that we can provide the services to you;
 - c) when we are installing goods for you, ensure all premises (including the foundations) are structurally sound;
 - d) provide safe and secure on-site storage for materials and equipment we will use when we provide installation or other services.

- 3.4 Your responsibilities are to carry out regular building maintenance to maintain durability requirements, for the specified period, as required by the New Zealand Building Code.

4. Information and Privacy

- 4.1 If you are an individual, and we hold personal information (as defined in the Privacy Act 1993) about you, then this clause 4 and our Privacy Policy apply. We may collect information about you as described in our Privacy Policy to enable us to provide the goods and services to you, to help administer and manage the arrangements between us, to keep in touch with you and provide information about other products or services you might be interested in (unless you tell us in writing that you do not want this sort of information) and for the other reasons described in our Privacy Policy.
- 4.2 We will only share information about you:
- a) when you authorise us to;
 - b) when we are permitted to by law;
 - c) when we want to obtain a credit reference check;
 - d) when we believe a service we or another person offers may be of interest to you;
 - e) when we ask someone to recover money from you if you have not paid us by the due date for payment;
 - f) when we commission a reputable market research organisation to carry out work for us;
 - g) when you make a complaint about us, and
 - h) as otherwise described in our Privacy Policy.
- 4.3 If you are an individual and we wish to obtain a credit check about you at any time, you understand that your details will be given to a credit checking agency. That agency may hold the information we give them on their system and use it when they provide credit checks to others, including by giving the information out as part of the agency's services such as credit checking. If you default in your payment obligations to us, we may also give that information to credit checking agencies and it may form part of the information that agency gives to others.
- 4.4 Further details about how we manage and use any personal information about you, and your rights in relation to that information, are set out in our Privacy Policy.

5. Our Liability

- 5.1 If either of us damage any property, premises or goods of the other by not taking reasonable care, and the damage is reasonably foreseeable, then that person's liability (whether in contract or tort) for the costs of either repairing the damage or replacing the damaged property (at the discretion of the person that caused the damage) is limited to a maximum of \$10,000 for any single event or series of related events. This is subject to a maximum cap of \$50,000 in any calendar year for all events or series of events that started in that year. These limitations do not apply to limit payments for goods and services that we supply to you or any early termination fees.
- 5.2 We will not be liable to you for any indirect or consequential loss, or loss of profits or business or any similar claims.
- 5.3 Including the warranties provided with your insulation products, we AAA Insulation give you a 10-year workmanship with respect to the installation of our insulation solutions or the goods and services we agree to provide to you. Any labour for the site and in-house clearing, and restoration work is charged at our advertised hourly rate and may not be included in the quote provided. It is the customer's responsibility to provide a cleared safe working area prior to our arrival.

- 5.4 If for any reason we are found to be liable to you, our total maximum liability under this agreement will be limited to:
- a) \$10,000, or
 - b) the price you have paid us for the goods and/or services to which your claim relates – whichever is the lesser, for any single event or series of related events.
- 5.5 Except as stated below, nothing in this clause 5 excludes the provisions of or limits our liability under the Consumer Guarantees Act 1993 (CGA). However, to the maximum extent permitted by law if we are both in trade and you are purchasing and receiving goods or services from us for use in trade, the provisions of the CGA do not apply. Where the previous sentence applies, you and we acknowledge and agree that we each consider that the application of that sentence is fair and reasonable.
- 5.6 We will comply with our obligations under the CGA where it applies under clause 5.4, and with any other obligations that cannot be excluded at law, but otherwise, we will not be liable to you for any defaults or actions of a third party.

6. Events Beyond Our Control

- 6.1 We are not required to carry out any of our responsibilities under this agreement in circumstances when an event has occurred which is beyond our reasonable control and which prevents us from carrying out those responsibilities. We will, however, continue to perform our other responsibilities.

7. Our Charges and Payment of Them

- 7.1 We will charge you for the goods and services we provide to you. We will tell you the basis of our charges before we provide the goods and services to you.
- 7.2 We can change our charges at any time up to when we reach an agreement with you or give you a quote. From that point onwards, and subject to clause 12, we can make reasonable changes to our charges if our cost of supply changes unexpectedly, but we will give you a reasonable opportunity to cancel. Be aware that subsidised quotes (eg those that are linked to governmental or other external funders) and pricing are subject to changes outside of our control.
- 7.3 We will arrange to send you an invoice for the supply of the goods and/or services. That invoice will describe the goods and/or services we have provided to you. It will also show the amount you must pay us and the due date for payment; you must pay the amount in full, plus GST, by the due date. You must not deduct anything or set-off part of the cost. Unless we agree otherwise in writing, the due date for payment is 5 days after the date of the invoice.
- 7.4 If you do not pay your invoice, then as well as your liability for the amount on the invoice, you will also have to pay our administration, solicitor (on a solicitor and own client basis) and other service costs incurred by us internally or externally, in trying to recover the amount you are required to pay. We may, for example, refer your debt to a debt collection agency for collection, and recover from you the agency's debt collection costs.

8. Intellectual Property

- 8.1 Copyright in all drawings, specifications, reports and other technical information we produce or provide remains with us. You must not give that material to anyone else or use any of that material yourself to implement insulation solutions without our prior written approval.

- 8.2 If you want to use any of our brands or trademarks, you must first contact us to ask for our written approval. We may or may not give this approval, and if we do, we are likely to give you guidelines for their use that you must follow.

9. Termination or suspension of this Agreement

- 9.1 We can terminate this agreement or suspend your ability to acquire further goods or services from us at any time if:
- you are in material breach of any term of this agreement and fail to remedy that breach within 14 days of a request from us to do so;
 - you fail to pay any amount owing to us in full and by the due date; or
 - you have a liquidator, receiver or statutory manager appointed, are bankrupt, or cannot pay your debts when they fall due.
- 9.2 You can terminate this agreement at any time if we are in material breach of any term of this agreement and fail to remedy that breach within 14 days of a request from you to do so.
- 9.3 Notwithstanding termination, some of your obligations under this agreement will continue to apply, for example, any obligations to pay us outstanding charges or fees. Termination of this agreement does not affect any additional terms and conditions that apply to you, for example for specific goods and services.

10. Title, Warranties, and Risk in Goods

- 10.1 Risk in the goods passes to you when we deliver them to your premises (but, subject to the limitations in clause 5, we will make good any damage to the goods we cause when we install them).
- 10.2 We will pass on to you the benefit of any manufacturer's guarantee for goods we supply to you, but subject to any particular written agreement with you we enter into and to clause 5 we give you a ten-year workmanship warranty on the installation of any products we install for you.

11. Complaints

- 11.1 If you are unhappy with our products and services, please telephone us and we will work with you to try and resolve your issue.

12. Changes

- 12.1 We can change this agreement, remove some terms and conditions, or add others, at any time, provided either:
- the change, removal or addition is the result of a request by you or does not affect you, or the change is a decrease in our fees, in which case we do not need to notify you; or
 - we have given you at least 30 days' prior notice. Except where noted below, we can give this notice by putting a notice on our website. If we make material changes to this agreement that affect you or if we increase charges that apply to you by more than 5% (Excluding the returning to site fee due to site not being safe or in a ready condition), then we will notify you by letter or email of the change. If our fees increase, we will give you a reason for the increase. If we make a change to this agreement that has a material disadvantage to you, then you may end this agreement subject to you paying to us all amounts payable for goods and services that we have supplied to you.

- 12.2 Clause 12.1 is subject to any additional terms and conditions that apply to you, which may include other terms that specify our ability to make changes.

13. General Terms

- 13.1 We will send bills and notices to your address or to the postal or electronic address you have given us. You must tell us if you change your address or contact details. You are deemed to have received anything we send to you at your physical address 3 business days after we post it, and anything we send to your electronic address on the date we send it.
- 13.2 The ending of this agreement does not affect any term of it which is intended to continue in force. Without limitation, this includes clauses 5, 7.4, 8, 10, 11, this clause 13.2, 13.3 and 13.4.
- 13.3 No delay or failure to exercise a right under this agreement prevents the exercise of that right on that or any other occasion.
- 13.4 If for any reason any term of this agreement is unenforceable or invalid, all other terms remain binding.
- 13.5 You may not transfer any of your rights and obligations under this agreement to any other person.
- 13.6 We can assign or transfer any or all of our rights and obligations under this agreement to any other person. If we do this we will let you know:
- a) that this has happened;
 - b) where you can get contact information for the entity or person to which we have transferred the agreement (or any right or obligation under it);
 - c) when the transfer will take place.
- 13.7 We may subcontract or delegate any or all of our responsibilities under this agreement to another party.

14. Definitions

- 14.1 In this agreement, unless the context otherwise requires:
- Premises or site means the premises which you have asked us to provide our services and goods at;
 - We, our, us or AAA INSULATION Ltd and its subsidiaries, employees, contractors or agents;
 - You and your means you the customer.