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Designer Gates Terms of Trade

1. Payment Terms

- 1.1 The first installment is due on acceptance of quote. This is calculated at 40% of the total accepted quote
- 1.2 Balance payable within 7 days from completion of contract/goods and services.
- 1.3 When goods are being collected from the contractor, payment is required to have cleared into the contractors bank account before goods will be provided. Payment receipt will not be sufficient.
- 1.4 Trade accounts are payable on the 20th of the month following invoice. Trade accounts are only granted at the discretion of the contractor and may be discontinued at any time at the contractors discretion. Accounts payable will revert to a 7 day due date. The due date will be noted at the top of all invoices. The contractor is not required to send a monthly statement.
- 1.5 Once the contractor has completed works and deems these to be satisfactory, payment of the balance invoiced is required to be paid. The client can not retain partial payment for any reason. Workmanship or warranty queries will be discussed and the processes in Section 5 (below) will be followed only after the balance of invoice has been paid.

2. Interest and Legal Expenses

- 2.1 If you fail to make a payment by the due date you shall be liable to pay us:
- 2.2 Default interest on the amount outstanding calculated at 2.5% per month or part month, and shall accrue after as well as before judgement.
- 2.3 All expenses, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to your account and you as the customer are liable for its payment.
- 2.4 Collection costs will be calculated with the default interest included.

3. Acceptance

- 3.1 Acceptance is defined as any written communication from the customer to the contractor stating they accept the quote and it's terms & conditions contained here in. Examples of this, but not limited to, are "go ahead please", "can we get this started", "I'd like to accept" and "please proceed".
- 3.2 Any instructions received by the contractor from the customer for the supply of goods and services, shall constitute acceptance of the quote and it's terms & conditions contained here in.
- 3.3 Quotes are valid for 30 days from the date written on the quote. This may be extended at the contractors discretion.

4. Delivery of Goods and Services

- 4.1 Delivery shall be deemed to be completed upon receipt of the goods and services by the customer.
- 4.2 The time agreed for the completion of Services or the delivery of Goods shall not be an essential term of this contract.

5. Warranty

- 5.1 Any concerns with the service and workmanship provided, will lead to the customer notifying the contractor in writing, within 14 days from completion.



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5.2 Any concerns in relation to the motor of an automatic gate, will lead to the customer notifying the contractor in writing within 12 calendar months from completion. Beyond this period will incur call out costs and any repairs, parts or costs in relation to the call out to be charged to the customer.

5.3 Whilst we do our best to provide quality timber, timber is living and does warp, twist, move, split and change colour over time and the contractor does not take responsibility for this. Sizable splits, as deemed by the contractor, will be covered under section 5.1 of this contract, so will be repaired and/or replaced. We strongly advise that customers stain or paint any wood to reduce timber movements and provide protection. (Black paint/stain increases the risk of movement.)

5.4 All steel used, unless specified, is Duragal coated and all welds are sprayed with Zinc to protect the steel. On top of this powder coating, as paid for by the customer, provides an excellent further layer of protection. Any visible 'black' steel to be reported to the contractor as per section 5.1, where the contractor will provide touch ups using zinc spray if not powder coated or spray the area of steel in the colour of the powder coating. Anything beyond this 14 day period is not covered under the warranty. We strongly advise customers to provide regular maintenance to their steel by purchasing zinc spray/spray paint from their local hardware store and spray any chips or blemishes to ensure that they are protected from the elements.

5.4 We highly recommend all automation parts be maintained and serviced regularly. A service we are happy to quote for.

5.5 This warranty does not cover:

5.5.1 Damage incurred in shipping or handling - once dropped at or picked up by any depot, freight company, courier etc, all responsibility is transferred to the customer and/or their chosen freight/courier company.

5.5.2 Removal of structures/greenery etc already in place.

5.5.3 Damage caused by natural or manmade disasters such as fire, flood, wind, earthquake, or lightning etc

5.5.4 Damage due to causes beyond the control of Designer Gates such as excessive voltage or short circuiting, mechanical shock or water damage.

5.5.5 Damage caused by unauthorized attachment, alterations, modifications, or foreign objects.

5.5.6 Damage caused by peripherals (unless such peripherals were supplied by Designer Gates)

5.5.7 Damage by moisture, insects or animals or objects such as vehicles etc.

5.5.8 Defects caused by failure to provide a suitable installation environment for the products.

5.5.9 Damage caused by use of the products for purposes other than those for which it was designed.

5.5.10 Damage from improper maintenance.

5.5.11 Damage arising out of any other abuse, mishandling, and improper application of the products.

5.6 Out of warranty repairs may be completed by the contractor, where applicable, but will incur a charge.

5.7 Where there are wireless signals, these may not reach the receiver under all circumstances which could include metal objects placed on or near the radio path, nearby electric fences, deliberate jamming or other inadvertent radio signal interference. This may cause disturbances or signal failures. All possible interferences must be kept out of the path of the signal to maintain a high signal and thus reliable usability.

6. Privacy Act

6.1 The customer permits the contractor to collect, use and retain information concerning the customer, for the purpose of assessing the customer's credit worthiness or to enforce any rights under this contract.

6.2 The customer permits the contractor to disclose information obtained to any person for the purposes set out in 6.1



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7. Title

7.1 Supplier retains legal and equitable title to any Goods supplied to the customer until full payment is made for the Goods and all other Goods and/or Services supplied by contractor (even if the customer incorporates the Goods with other items or the Goods become part of or an accession or accessory to any other objects, products or mass).

7.2 The Customer gives irrevocable authority to the Contractor to enter any premises occupied by the Customer or on which Goods and Services are situated at any reasonable time after default by the Customer to remove and repossess any Goods and Services and any other property to which Goods and Services are attached or in which Goods and Services are incorporated. Designer Gates shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Designer Gates may 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, selling and other costs) or may retain any repossessed Goods and Services and credit the Customer's account with the invoice value thereof less such sum as Designer Gates reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

7.3 Where Goods and Services are retained by Designer Gates pursuant to clause 7.2 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

7.4 The following shall constitute defaults by the Customer:

7.4.1 Non payment of any sum by the due date.

7.4.2 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

8. Variation

Any variation in the quantity or the specification of Goods and Services supplied to the customer, which is requested by the customer after the date of the quotation shall be at the customer's expense.

9. Cancellation

9.1 The contractor may cancel these terms & conditions or cancel the Service by giving written notice. The contractor shall not be liable for any loss or damage arising from such cancellation.

9.2 The customer may cancel goods & services at the contractor's sole discretion and will be liable for any costs incurred by the contractor. Request for cancellation must be given in writing to the contractor from the customer.

Definitions:

"Contractor" or "Supplier" means Designer Gates.

"Customer" means the person, authorised agent or legal entity described in the application, or stated on the invoice or order form/quote, buying services from Designer Gates.

"Goods and Services" shall mean all Goods and Services supplied by the contractor to the customer and includes any recommendations and advice.

"In writing" shall mean in email, or in written/printed hard copy.

By accepting this quote, you are deemed to have accepted the Terms and Conditions

Updated: 8/9/21