

DESIGNER GATES TERMS OF TRADE

1. DEFINITIONS

- 1.1 "Seller" means Designer Gates Ltd.
- 1.2 "Customer" means the person(s) or company (jointly and severally) buying the Goods and/or Services.
- 1.3 "Goods and/or Services" means all items supplied and/or installed by the Seller.
- 1.4 "Works" means the supply, manufacture, installation, or other services carried out by the Seller.
- 1.5 "Site" means the property where the Works are carried out.
- 1.6 "In writing" includes email or printed hard copy.

2. QUOTATION

- 2.1 Quotes are based on information supplied by the Customer and/or a site visit. Changes to design, site conditions, or additional requests may require a revised quote.
- 2.2 Quotes are valid for 14 days unless extended by the Seller.
- 2.3 Timeframes for completion are estimates only. Unforeseen delays may occur.

3. ACCEPTANCE

- 3.1 Acceptance is confirmed by written communication (email or txt message) Examples of this are "go ahead please", "can we get this started", "I'd like to accept" and "please proceed".
- 3.2 By accepting a quote, you are deemed to have accepted the Terms and Conditions.
- 3.3 The Customer must pay the first instalment (clause 3.6) when requested.
- 3.4 Any advice given by the Seller is in good faith. The Customer is responsible for confirming suitability.
- 3.5 Quotes accepted outside the 14-day period may be subject to price changes.
- 3.6 The Quoted Sum is paid in three instalments:
 - (a) Payment 1: 40% on acceptance (to secure place in workflow and allocate materials)
 - (b) Payment 2: 30% four weeks after acceptance (progress payment)
 - (c) Payment 3: 30% on completion of the Works.
- 3.7 No materials will be ordered or work commenced until Payment 1 is received. Delay in any payment will delay commencement and/or completion.

4. CONTRACT SUM AND PAYMENT

- 4.1 Invoices must be paid within 2 days of issue, unless stated otherwise by the seller.
- 4.2 Additional progress payments may be requested for Works exceeding their planned timeframe.
- 4.3 The Customer may not withhold, offset, or deduct payments for warranty or workmanship claims.
- 4.4 Accepted payment methods: online banking, cash, EFTPOS, or credit card (1.5% surcharge applies for NZ credit cards).
- 4.5 Variations must be requested in writing and will be separately quoted and invoiced.
- 4.6 Trade accounts are payable on the 20th of the month following invoice. Trade accounts are only granted at the discretion of the seller and may be discontinued at any time at the seller's discretion. A monthly statement is not required to be sent.
- 4.7 Late payments will incur: Default interest of 5% per month on overdue amounts; All collection and legal costs, added to the Customer's account.
- 4.8 Supply only goods require payment to clear into the seller's bank account before release/pick up.
- 4.9 All prices include GST.

5. RISK

- 5.1 Goods left unattended at the Customer's request are at the Customer's risk.
- 5.2 The Seller is not liable for damage caused by fixing into masonry or similar surfaces unless negligent.
- 5.3 Reasonable care will be taken during installation, but the Seller is not responsible for incidental damage to driveways, lawns, or property unless due to negligence.

6. CUSTOMER'S RESPONSIBILITIES

- 6.1 The Customer must:
 - (a) Ensure ownership or authority to carry out Works at the Site.
 - (b) Obtain necessary consents.
 - (c) Provide clear site access.
 - (d) Disclose any information that may affect the installation.
 - (e) Confirm design and colour selections in writing.
 - (f) Ensure the Site is level and cleared of debris. (Except where agreed otherwise in writing).
 - (g) Identify underground services.
 - (h) Remove personal property from the work area.
 - (i) Acknowledge that Goods (including but not limited to paint, timber, and concrete) may show natural variations in colour or texture. They may also contain fissures, lines, or indentations, and may fade or change colour over time.
 - (j) Where timber is used, the Customer acknowledges that it may expand, contract, or distort due to weather exposure (heat, cold, or rain). The Seller accepts no responsibility for gaps, marks, stains, or leaching that may occur as a result of natural timber movement, processes or contact with substances.
- 6.2 Variations or delays caused by the Customer (e.g. site not ready, consents not granted, interference by others) will result in time extensions and/or additional costs.
- 6.3 The Customer must inspect Goods/Works within 5 days of delivery or completion and notify defects in writing. Failure to do so is deemed acceptance.
- 6.4 If the Customer engages a third party before the Seller can inspect or remedy issues, all warranties are void.
- 6.5 The seller may erect signage at appropriate locations on the Site advertising its involvement in the carrying out of the Works. Such signage must be of a professional standard and in a location approved by the customer.
- 6.6 The Customer understands and accepts that Designer Gates is not liable for any injuries, damages, or accidents resulting from misuse, neglect, or failure to follow safety guidelines outlined in the user manual and this disclaimer.

7. UNFORESEEN DIFFICULTIES

- 7.1 If unforeseen conditions (e.g. hidden rock, buried services, poor soil, contamination) are encountered, the Seller will consult with the Customer regarding extra costs or time required.
- 7.2 The Seller is not responsible for the health of trees or plants near the Works.

8. INSURANCE AND LIABILITY

- 8.1 The Seller maintains public liability insurance.
- 8.2 The Customer is responsible for Site security outside working hours.
- 8.3 The Seller's liability is limited to the Contract Sum. The Seller is not liable for indirect or consequential loss.

9. TERMINATION

- 9.1 Either party may terminate for material breach not remedied within 5 business days.
- 9.2 The Seller may terminate immediately if:

- (a) The Customer fails to pay on time.
 - (b) The Customer becomes insolvent.
 - (c) The working relationship becomes untenable.
- 9.3** Upon termination, the Customer must pay for all work completed, materials ordered, and costs incurred.

10. DELIVERY OF GOODS AND SERVICES

10.1 Delivery is complete when Goods are received by the Customer or left at the agreed Site.

10.2 Timeframes for delivery or completion are estimates only.

11. SUPPLY ONLY WORK

11.1 Where Goods are supplied but not installed by the Seller, responsibility passes to the Customer upon collection or delivery.

11.2 The customer assumes full responsibility for the proper installation and usage of the supplied goods upon receipt.

11.3 When completing supply only work, full payment is required before works begin.

12. WARRANTY

12.1 Workmanship is warranted for 12 months from installation.

12.2 Automation motors are warranted for 24 months from installation.

12.3 Batteries and remotes are warranted for 6 months from installation.

12.4 Warranty exclusions: neglect, misuse, environmental damage, improper maintenance, unauthorised modifications, fair wear and tear, excessive voltage/short circuiting, damage by animals or insects.

12.5 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.

12.6 Manufacturer warranties apply to third-party Goods.

12.7 Whilst we use quality timber, it does warp, move, split, change colour and in some cases leach sap - the seller takes no responsibility for this.

12.8 Powder Coating is not a protective layer and is purely decorative.

12.9 We strongly advise customers to provide regular maintenance to their gate - steel gates with any chips or blemishes can be sprayed with zinc and touch up spray from their local hardware store. Alternatively, official Dulux touch up cans can be purchased from Designer Gates. Aluminium does not require zinc spray.

12.10 Powder Coating surface defects and blemishes which are readily apparent to the naked eye at a distance of up to 3 metres in indirect sunlight are considered normal and acceptable.

12.11 It is recommended by the motor manufacturer to have all automation parts maintained and serviced yearly. Lack of yearly servicing by an authorised installer like Designer Gates will void the warranty. Please request pricing from the team for your service.

12.12 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.

14. AUTOMATION

14.1 These Terms are not exhaustive. The Customer must read and follow the manufacturer's warranty and user manual, including all safety and operating instructions.

14.2 The Customer must take extra care in adverse weather conditions (e.g. strong winds or earthquakes) and carry out additional checks after such events.

14.3 The Customer is responsible for supervising children and pets around the gate and should take appropriate safety precautions.

14.4 The Customer must:

- (a) Operate the gate only when it is fully visible and the path is clear;
- (b) Not modify the gate system;
- (c) Not tailgate another vehicle through the gate;
- (d) Never stop in the path of the gate.

14.5 Where a G-speak or GSM unit is installed, the Customer must ensure the SIM card is topped up annually to maintain service. Failure to do so may result in the network cancelling the card and shutting down access.

14.6 Our gate automation includes a battery backup to operate during power outages. This is a temporary feature and should be used sparingly. Once depleted, the gate must be switched to manual mode. Batteries typically require replacement every 2–3 years. The Seller can provide this service on request.

14.7 To maintain warranty cover:

- (a) Residential use – first service within 12 months, then every 12 months;
- (b) Commercial use – first service within 6 months, then every 6–12 months;
- (c) High use – first service within 3 months, then every 3–6 months.

14.8 The Customer is responsible for arranging servicing. While the Seller may issue reminders, the responsibility remains with the Customer.

14.9 Troubleshooting automation can require multiple visits, particularly for intermittent faults. If under warranty, costs are covered by the Seller. If not under warranty, or if the cause is later identified as non-warranty, the Customer will be invoiced for time and materials.

15. CONSUMER GUARANTEES ACT

15.1 If Goods are acquired for business purposes, the Act does not apply.

15.2 Nothing in these Terms limits rights under the Act for consumers.

16. PRIVACY

16.1 We comply with the Privacy Act 2020.

16.2 Customer information may be collected for credit, supply, and marketing purposes.

16.3 Photos of completed Works may be used for promotional purposes, without disclosing personal details.

17. CONSTRUCTION CONTRACTS ACT

17.1 We may suspend work if payments are not made in line with our rights under the Act.

18. TITLE AND PPSA

18.1 Ownership of Goods remains with the Seller until full payment is received. Even if incorporated with other items.

18.2 The Customer grants the Seller security rights under the PPSA.

18.3 The Seller may repossess unpaid Goods in the event of default.

18.4 All materials placed on the Site by the seller and not incorporated within construction of the works shall remain the seller's property. Upon completion of Works, the seller will remove all such materials together with any rubbish and debris associated with or caused by the works unless stated.

18.5 Any items removed from site during demolition of existing structures will become property of Designer Gates and may be repurposed, recycled, dumped or sold at the sole discretion of Designer Gates.