

# STANDARD TERMS & CONDITIONS OF SALE

## 1. PURCHASE AND SALES ORDERS

1.1 Kitchen Things (The Company) may provide a written quote to a Customer. A contract is formed between the Company and the Customer on acceptance of the quote by the Customer or by the Customer otherwise committing to purchase any goods. On formation of a contract the Company will issue an invoice to the Customer for the goods.

1.2 If, for whatever reason, the Company is unable to deliver the goods specified in the invoice, the Company reserves the right to back-order the goods and deliver the goods at such time as the goods become available unless the invoice is marked 'do not back-order'.

## 2. PAYMENT

2.1 Unless otherwise specified by the Company, a minimum deposit of 50% of the agreed price of the goods (Contract Price), will be payable at the time the quote is accepted by the Customer. The balance of the Contract Price will be payable no later than 60 days following the formation of the contract.

Notwithstanding the preceding sentence, the Company may at its sole and absolute discretion require payment of the Contract Price:

2.1.1 in full 14 days prior to the delivery of the goods if delivery is required prior to the 60 days from the formation of the contract.

2.1.2 upon demand being made for the Contract Price by the Company.

The Company reserves the right, under clause 2.4 to charge for storage where the delivery date is greater than 60 days from the formation date of the contract.

**By making the deposit payment the Customer confirms their acceptance of the company's standard terms and conditions of sale.**

2.2 The Company shall be entitled to charge interest on any amount overdue for payment by the Customer, together, with actual costs (legal or otherwise) incurred by the Company for the enforcement of payment of such overdue amounts. Interest will be charged on overdue accounts at 10% above the Reserve bank official 90 day cash rate (OCR) at the close of business on the date that interest first became payable.

2.3 The Customer confirms the required delivery date of the goods as per this order. The Company, following full payment may at its discretion enter into an agreement with the Customer to store the Customer's goods for longer than 60 days. The Company reserves the right to charge for storage costs where the delivery date is greater than 60 days from the formation of the contract. Storage costs charged include the cost of insurance for loss or damage to the Customers goods while held by The Company.

2.4 The Company reserves the right to incorporate an additional fee for freight costs for multiple deliveries and any other costs (as notified by the Company from time to time) All such additional costs shall be added to the Contract Price and are required to be paid in full before delivery of the goods.

## 3. DELIVERY AND FREIGHT

3.1 For the purpose of these Standard Terms of Sale "delivery" shall be deemed to occur at the earlier of the following times:

3.1.1 the time at which a consignment note or equivalent document is signed by or on behalf of the Customer at the agreed place of delivery;

3.1.2 the time of collection of the goods by the Customer or its agent; or

3.1.3 the time one working day after the Customer has been notified that the goods are ready and available for collection.

3.2 The goods shall be supplied to the place indicated in the invoice or in the absence of any such indication, to the Customer's last known address. The Company reserves the right to deliver the goods by installments.

3.3 The Company will make every effort to keep to delivery schedules, but will take no responsibility for delivery delays beyond it's control.

3.4 The Company shall not be liable for damages or for delay in delivery or for failure to give notice of delay when such delay is due to conditions beyond the Company's reasonable control.

## 4. RISK AND RETENTION OF TITLE

4.1 Ownership and legal and equitable title to the goods remains with the Company until the Contract Price is paid in full.

4.2 Risk of any loss, damages or deterioration in respect of the goods will pass to the Customer upon delivery.

## 5. SECURITY INTEREST

5.1 The Customer acknowledges and agrees that these Standard Terms of Sale constitutes a Security Agreement (as defined in the Personal Property Securities Act 1999 (PPSA)) for the purposes of the PPSA and create a security interest in all present and after-acquired goods in favour of the Company and all proceeds from the sale of those goods.

## 6. DEFECTIVE OR DAMAGED GOODS

6.1 The Customer or the Customers agent must inspect the goods immediately upon delivery, record any damage on the carriers documentation and within 24 hours (inclusive) after the delivery date (as agreed by both parties) give notice in writing to the Company of any matter or thing by reason whereof the Customer may allege that the goods are defective, damaged (including carton damage) and/or not in conformity with the description of the goods provided on the sales order. Failure to provide notice may invalidate your rights to be reimbursed for any resulting loss,

## 7. CONSUMER GUARANTEES ACT / WARRANTY

7.1 If the Customer purchases or indicated that the purchase of the goods is for the purposes of a business the provisions of the Consumer Guarantees Act 1993 (**Act**) will not apply. If the Customer is acquiring the goods for purposes other than for business, nothing in these Standard Terms limits, in any way, the terms of the Act.

7.2 Subject to the Act:

7.2.1 goods supplied will be subject to the terms and conditions of the warranties and the guarantees provided by their respective manufacturer's warranty; and

7.2.2 to the extent allowed by applicable law, all conditions, descriptions, representations, warranties and guarantees, whether express of implied, by statute, trade or otherwise, in relation to the goods are expressly excluded.

## 8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Subject to clause 7, the liability of the Company for the loss of damage or injury arising directly or indirectly from any defect of the goods supplied is limited to replacement or repair of the goods, or to damages not exceeding the Contract Price of such defective goods at the option of the Company. The Company shall not be liable for any loss, damage, or injury caused by improper or incorrect operation or use of the goods supplied. The Company shall not be liable for any consequential indirect or special damage or loss of any kind whatsoever.

## 9. CANCELLATION OR SUSPENSION OF CONTRACT

9.1 If the Customer refuses to accept the goods, or the Company considers that the Customer is unable to pay their debts as they fall due or the Customer breaches any terms of a contract governed by these Standard Terms of Sale, the Company may:

9.1.1 cancel all outstanding contracts with the Customer;

9.1.2 enter into any premises where the goods supplied by it are located, repossess and sell such goods;

9.1.3 retain all monies paid;

9.1.4 require that all monies invoiced to the Customer become immediately due and payable; and

9.1.5 suspend further deliveries to the Customer.

9.1.6 Cancellation of any order once accepted by the Company's suppliers will be subject to a 20% restocking charge.

## 10. WAIVER, VARIATION AND NOTICES

10.1 These Standard Terms of Sale, together with any other terms and conditions agreed in writing between the Company and the Customer will constitute the whole terms of the contract between the Company and the Customer and will not be varied other than by written amendments signed on behalf of the Company by an authorized representative of the Company.

## 11. INFORMATION AND PRIVACY ACT

11.1 For the purposes of facilitating the efficient running of the Company's business, the Customer authorises the Company:

11.1.1 to collect all information it may require from any third parties and authorises those third parties to release that information to the Company;

11.1.2 to hold all information given by the Customer or any third parties to the Company; and

11.1.3 to use that information, including giving information to any other person to facilitate collection of debts from the Customer.

11.2 The information will be collected, held and used on the condition that:

11.2.1 it will be held securely at the Company's office;

11.2.2 it will be accessible to any of the Company's employees and agents who need access to it for the efficient running of the Company's business; and

11.2.3 the Customer may request access to and correction of it at any time.

## 12. GENERAL CONDITIONS

12.1 If any provision of these Standard Terms of Sale shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected.