



FULL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS:

Customer: the person or entity that orders Goods from Kitchens for Less.

Factory Inspection means the review of the kitchen cabinetry at Kitchens for Less' premises prior to delivery/ installation.

Goods: those Goods ordered by the Customer and supplied by Kitchens for Less from time to time.

Kitchens for Less: KFLD Limited.

GST: Goods and services tax.

Monies Due: includes the price payable for Goods, delivery charges, GST, interest and extra packaging charges, if any.

Installation Date: is the date upon which Goods are physically received by the Customer on site and installed by Kitchens for Less or such other persons as required by the Customer.

Purchase Price means the price given to the Customer by Kitchens for Less either by way of written quotation or invoice (where applicable).

2. GENERAL:

(a) Only these conditions, and terms which cannot be excluded by law, bind Kitchens for Less. All other conditions, warranties and representations are excluded.

(b) These conditions can only be varied by Kitchens for Less' written agreement.

(c) These general conditions of sale are agreed by the Customer as applying to every sale of Goods by Kitchens for Less.

3. PRICE, CHARGES AND TAXES:

(a) All other delivery charges, GST, and other Government taxes, if any, are payable by the Customer in addition to the price for Goods unless the Purchase Price specifically includes those amounts.

(b) Changes to government taxes, including GST, after Kitchens for Less' acceptance of an order that alters Kitchens for Less' liability for those taxes, is to the Customer's account.

(c) Kitchens for Less may charge interest on daily balances of overdue amounts. The interest rate shall be equal to the overdraft interest rate charged by Kitchens for Less' trading bank, as at the close of business on the date payment became due (plus GST). Any payment received will be first credited against interest charges.

(d) The Purchase Price is inclusive of GST.

4. DELIVERY AND RISK:

(a) Kitchens for Less is responsible for the Goods and their delivery until the Goods are fully installed.

(b) Delivery dates are estimates only and Kitchens for Less is not liable for any loss or damage for failure to deliver by those dates.

(c) Kitchens for Less may make part deliveries of any order and render an invoice to the Customer for the Goods delivered.

5. INSTALLATION:

(a) Where kitchen walls are not straight or square to the floor/ceilings we will endeavour to install the kitchen as best as possible. However no allowance is provided for remedial work required on the kitchen due to uneven walls or floors.

(b) Minor damage may occur to decor, plaster and tiling etc during the installation services. Kitchens for Less will not be responsible for redecorating or making good any damage unless it is as a result of our negligence rather than an unavoidable consequence of having the Products fitted.

6. PAYMENTS:

(a) A deposit payment of 30% of the Purchase Price is required to be paid upon acceptance of the quotation. Orders will not be placed or quotations confirmed until the deposit is received.

(b) The remaining 70 % of the Purchase Price is payable is to be paid prior to installation or delivery. This is generally done on inspection of the kitchen in our factory.

7. RETENTION OF TITLE:

(a) Ownership in Goods remains with Kitchens for Less until full payment is received for all Goods sold by Kitchens for Less to the Customer. This condition applies regardless of whether:

- (i) Goods are supplied under these conditions or any other contract;
- (ii) the indebtedness arises under a written, oral or partly written and oral contract;
- (iii) the indebtedness is on a current account, trading account or otherwise.

(b) To the extent permissible by law Kitchens for Less can stop Goods in transit, enter premises occupied by the Customer, and enter any premises where Goods are held on behalf of the Customer, and recover Goods the subject of any order if a default in payment for Goods, or insolvency of the Customer, occurs.

(c) The Customer hereby indemnifies Kitchens for Less, its officers employees, agents and contractors for any costs of removal, claims, actions and causes of action of any kind in respect of the removal of Goods under clause 6(b).

(d) The affixing of Goods to any part of a building does not have the effect of making the Goods a fixture and is severable by Kitchens for Less.

(e) If Goods are used in the manufacture of new objects or otherwise mixed then ownership in the object or objects in question automatically passes to Kitchens for Less as surety for full payment of any monies due.

8. PERSONAL PROPERTIES SECURITIES ACT 1999 (“PPSA”):

(a) For the purposes of the PPSA the Customer acknowledges that these terms and conditions may constitute a security agreement in respect of all Goods supplied to the Customer, and it is only with the acknowledgment and acceptance of these terms and conditions that an order for Goods will be accepted.

(b) Should Kitchens for Less register a financing statement under the PPSA in respect of any Goods, the Customer waives any right to receive a copy of any verification statement confirming registration of a financing statement or a financing change statement.

(c) The Customer hereby agrees that any rights contained in section 107(2) of the PPSA shall not apply to the Customer.

(d) Pursuant to section 107(1) the Customer agrees that it shall have no rights under, or by reference to, sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA.

9. SUPPLY FOR BUSINESS PURPOSES:

Where these terms and conditions would otherwise be subject to the provisions of the Consumer Guarantees Act 1993 (“CGA”), the Customer agrees that where the Goods are supplied to the Customer for business purposes in terms of sections 2 and 43 of the CGA and that the provisions of the CGA do not apply to the supply to the Customer.

10. CANCELLATION OF ORDER:

(a) In the event that a Customer cancels an order, the customer shall be liable for any and all loss incurred (whether direct or indirect) by Kitchens for Less as a direct result of the cancellation (including, but not limited to, any loss of profits).

(b) Cancellation of appliances ordered will incur a 20% restocking fee if the appliances have been despatched by the supplier.

11. WARRANTY:

(a) Kitchens for Less warrants the cabinetry against defects arising from faulty workmanship and/or materials for a period of 10 years from the Installation Date.

(b) The warranty does not apply to defects or damage which, in Kitchens for Less' sole opinion have been caused by neglect, misuse, general wear and tear or poor care of the Goods.

(c) Kitchens for Less will pass on any manufacturer's warranties it receives in relation to Goods. This includes but is not limited to Benchtops, accessories and Appliances

12. LIMITATION:

Kitchens for Less is not be liable for any special, exemplary, punitive or consequential loss or damage (including without limitation, loss of profit, loss of opportunity and loss of goodwill) incurred by the Customer either directly or indirectly in connection with the supply of Goods.

13. GENERAL:

(a) Kitchens for Less is not liable for any failure where the failure is due to circumstances which are not directly within Kitchen for Less's control, including acts of terrorism, natural disaster, industrial action, or a failure of a supplier, public utility or common carrier.

(b) The Customer agrees to Kitchens for Less obtaining information about the financial standing and credit worthiness of the Customer (Trade account client only).

(c) The Customer is liable for any costs in relation to recovery of any amounts owing to Kitchens for Less or matters arising from these general terms of sale on a solicitor/client basis.

(d) These conditions, and the provision of the Goods by Kitchens for Less to the Customer, shall be governed by the laws of New Zealand.