

Terms of Trade

- 1 **Purchase:** Acceptance of the Splash Glass quotation or order to Splash Glass for the purchase of goods, materials or services ('the goods') includes acceptance by the applicant of the following conditions unless modified in writing by Splash Glass. Splash Glass (a trading name of Pomme D'Or Ltd) conditions shall not be overruled by conditions of the purchaser unless agreed in writing.
- 2 **Price:** Unless otherwise specified all prices by Splash Glass are exclusive of GST. All prices are subject to variation without notice in advance (changing purchasing conditions, changing currency values, etc.) unless Splash Glass has signed a written contract.
- 3 **Payment:** Payment for the price of 'the goods' in full is due as stated on the Splash Glass invoice related to 'the goods'. This is due on or before the day indicated on the invoice without any deduction or set-off. In default of any such payment, the applicant will forfeit any prompt payment discount and will pay late payment interest at the daily rate of 0.0685% (annual interest rate of 25%) on any amount outstanding. Such interest will continue after and notwithstanding judgement and until any outstanding debt is paid in full. All unpaid accounts will incur actual collection costs and legal fees and disbursements on a solicitor and own client basis as charged to the supplier.
- 4 **Installation:** The finished surfaces onto which glass is to be affixed must be suitable for the purpose, and flat with no ridges, lumps or prominent seams. It is the client's responsibility to ensure that the surface is suitable and that installation complies with local building codes and regulations.
- 5 **Colour Matching:** The end user is to be made aware that colour charts are for guidance only. Actual colours of both glass and colour coating batches can vary slightly in shade and hue. Colour matching will be as near as possible.
- 6 **Tolerances:** Finished size tolerances in measurements are +0mm, -2mm on the overall dimensions and on all holes and cut-outs. Where working to client's measurements, the client is responsible for ensuring that the sizes given are accurate and allow suitable tolerance for site conditions.
- 7 **Appearance:** Glass will be inspected from 1 metre under normal internal lighting conditions and must not be backlit by any means. Bubbles, scratches and seeds will be a maximum of 1mm.
- 8 **Claims:** All claims and requests for credit must be made within 3 days of delivery. 'The goods' are subject to all conditions, warranties and limitations implied by law, provided however, that the extent of Splash Glass liability shall be limited to replacement of faulty materials only. The returning of supplied materials shall be within 7 days of delivery and with written notification and acceptance to and by Splash Glass. The materials should always be returned in state of new and in original packaging. The applicant will pay for all freight and other relevant costs to returning materials.
- 9 **Refunds:** Where the order is cancelled for any reason by either party, a refund will be made of the deposit less any expenses incurred by Splash Glass.
- 10 **The collateral** is materials which have been supplied or which may be supplied by Splash Glass including (but so as not to restrict the generality of the definition) glass, glazing, hardware, silicones, gaskets, installation of fittings, etc.
- 11 **The ownership** and the property of 'the goods' delivered remains with Splash Glass until payment in full has been received. The customer will hold 'the goods' as bailee for Splash Glass shall have the right to enter any premises where 'the goods' are situated at any time after payment is due. If the goods are re-sold before payment is made, the customer will hold the proceeds for and on account of Splash Glass.
- 12 **Warranty:** The Splash Glass guarantee is limited to de-lamination of the coloured coating within 10 years. To comply with warranty conditions the glass must have been either installed by Splash Glass or the client must be able to demonstrate that it was installed using our approved adhesive.
- 13 **Outside Influence:** Splash Glass shall not be responsible for any delay, default, loss or damage due to any accidents, industrial disputes, equipment failure, mischievous damage, acts of God or any other causes beyond the control of Splash Glass.
- 14 **The Law:** Any supply of 'the goods' by Splash Glass to the applicant shall be subject to the laws of New Zealand.

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