



**JOHN STEVENS LTD.**

50 Manfield Street,  
TOKOROA 3420

Tel: 07-8867-356

Fax: 07-8867-355

Email: [jsl@stevenslectrical.co.nz](mailto:jsl@stevenslectrical.co.nz)

Website: [www.stevenslectrical.co.nz](http://www.stevenslectrical.co.nz)

Mobile: 027- 4967-875

---

## TERMS AND CONDITIONS OF TRADE

The customer agrees to be bound by the following Terms with John Stevens Ltd (“the company”)

### 1. General

If there is any conflict between an order submitted by you and these terms and conditions, these terms and conditions prevail. No agent or representative of John Stevens Ltd has any authority to make any representation, statement, warranty or agreement not expressed herein.

### 2. Payments

- 2.1 Unless otherwise agreed in writing all payments must be made to the company by the 20<sup>th</sup> of the month following the date of issue of invoice.
- 2.2 A late payment penalty fee of \$45.00 will apply on 60 days overdue accounts and interest may be charged on any amount owing after the due date for payment of any of the Company’s invoices, at the rate of 2.5% per month or part month until payment of the amount owing is made in full.
- 2.3 Any expense, disbursements and legal costs incurred by the Company in the enforcement of any rights contained in these conditions shall be paid by the customer, including solicitors’ fees on a full solicitor client indemnity basis or debt collector agency fees.

### 3. Risk

Risk of any loss, damage, or deterioration of or to the goods passes to you from the date of delivery of the goods.

### 4. Installation

Where the company is to install goods, installation will be carried out on the basis that it is your responsibility:

- a) To provide suitable access to the premises;
- b) To provide all necessary services and amenities to enable the Company to carry out such installation;
- c) To ensure that all the premises and foundations are structurally sound and in proper condition for the installation to proceed;
- d) To provide all plant, materials, and services to be provided by you at such times and in such manner as to cause the Company no delay in carrying out such installation.

### 5. Delay

- 5.1 If any time for delivery or installation of goods is agreed, such time is approximate only and is not deemed of the essence.
- 5.2 The Company is not liable for any delay in performing or failure to perform any obligation imposed on it where such delay or failure is caused by events beyond the Company’s reasonable control.

## **6. Business Consumers**

Where you are entering into this agreement to acquire goods or services for the purposes of a business, or where you hold yourself out as acquiring the goods or services for the purposes of a business (as that term is defined in the Consumer Guarantees Act 1993) the following provisions shall apply:

- a) The obligations and liabilities of the Company and the remedies available to you set out in this contract are exclusive. The Company hereby disclaims and you hereby waive and release the Company from all other warranties and liabilities and from all rights, claims and remedies express or implied arising by law or otherwise including, but not limited to: any implied warranty of merchantability or fitness for a particular purpose whether contained in the Sale of Goods Act or otherwise howsoever, any implied warranty arising from any course of performance, in course of dealing, or usage of trade and any obligation, liability, right, claim or remedy in tort or pursuant to statute (including the Consumer Guarantees Act), whether or not arising in negligence, strict liability or product liability.
- b) The Company will be liable to you for any loss or damage incurred by you arising directly in connection with the provision by the Company of the goods and services under this agreement as a result of repudiation, breach of contract or negligence provided that the company not be liable for any loss or damage caused by or arising from your repudiation, breach of contractor negligence and provided that in any event the Company's liability for any loss or damage whatsoever is expressly limited to the contract price.
- c) The Company is not liable for any incidental, indirect, special or consequential loss or damage even if it should be known that the possibility of such damages arising out of or in relation to its performance of this contract exists and any claim demands or actions against you by any third party even if it should have known of the possibility of damage to that third party.

## **7. Retention of Title**

All goods delivered by the Company shall remain the Company's property until the purchase price has been paid in full. If required by the Company you will store the goods in such a way that they can be identified as belonging to the Company.

- a) Until payment for the goods is made in full the company will have the right to immediate repossession of the goods and will be entitled to enter any premises occupied by you to search and remove any goods belonging to the Company.
- b) The reservation of title to the Company remains effective where the goods have been altered from their supplied form or mixed with other goods. Where such goods are mixed with other goods the Company is the co-owner of the mixed goods in proportion to the contribution made by the goods supplied by the company to such mixed goods.
- c) If any of the goods are sold or otherwise disposed of by you before ownership and title pass the Company shall be legally beneficially entitled to the proceeds of sale.

## **8. Warranty**

- a) The Company warrants that it will repair or make good any defects and materials or workmanship arising within three months of the date of delivery of the goods or, where installation work is carried out by the Company, within three months of the completion of such work. No claim will be accepted where there has been any attempt to repair defective goods or any installation work made by any person not authorised by the Company or if defective goods have been modified or incorrectly stored, maintained, installed or operated (otherwise than by the Company).
- b) No warranty is given by the Company to you in respect of goods or services not manufactured or supplied by it.
- c) If the company fails to perform its warranty obligations, its liability for such failure is limited to damages which are subject to the limitation contained in clause 6.b).
- d) The warranties in this clause 8 and in clause 6.b) insofar as they apply, do not limit or exclude the provisions of the Consumer Guarantees Act and will take effect subject to the provisions of that Act if the Customer is a Consumer as defined in that Act or acquires the goods or services other than for a business.