



TERMS OF TRADE

ACCEPTANCE

Any given Quotation, Estimate or Budget price given by TopTech Solutions Ltd is valid for a period of one month from the given date, if for any reason unknown to the company during this acceptance period there is a price increase of goods or services needed for the contract then the increases will be passed onto the client upon notification. If a Quotation, Estimate or Budget price is accepted after the one-month period then a revised price can be requested or subsequently any price increases will automatically apply.

PRICES

Prices shall be those prevailing at date/s of delivery.

G.S.T. inclusive prices are at the rate of 15.0 %.

PAYMENT TERMS

Payment is due in full **7 days** following invoice, unless there has been a previous "special terms of payment" agreed upon, then this "special terms of payment" will replace the standard terms of payment. Interest may be charged on overdue accounts at the rate of up to **2% per month** compounded.

"I/We authorize any person or company to provide TopTech Solutions Ltd with such information as they may require in response to credit enquiries. I/We further authorize TopTech Solutions Ltd to furnish to any third-party details of this application and any subsequent dealings that I/We may have with you as a result of this application being actioned by you".

"I/We agree to indemnify TopTech Solutions Ltd against all costs, whether commissions, legal fees or otherwise, incurred by you or your duly authorized agents relating to the recovery of any monies, goods or services that may be outstanding from time to time pursuant to the terms of this agreement.

Any queries regarding the goods and/or services supplied must be made within **7 days** of the date of the first invoice.

VARIATIONS

All variations or extras requested or required by the client during the work period will be clearly noted and charged on an invoice. A variation may have the effect of making our quotation null & void, therefore in these cases the entire job may become a charge up itemised job.

RETENTIONS

Retentions have not been allowed for in this contract. No monies shall be held back in the way of retentions or performance guarantees.

SPECIAL TERMS

In our quotation special terms may have been added, these special terms will then form part of the standard Conditions of Sale applicable to the Quotation, Estimate or Budget price i.e.; deposit required, payment within 7 days, etc.

CREDIT LIMIT

TopTech Solutions Ltd reserves the right to apply a credit limit on a customer's account at any time, once this credit limit has been reached the account must be paid before any further work will be carried out by TopTech Solutions Ltd. This may involve the need for extra payments to be made before the actual due date of an invoice, this will be needed to allow the job to progress.

PROPERTY AND RISK

"Ownership of goods shall not pass to the purchaser until such time as the full purchase price has been paid. TopTech Solutions Ltd or its agents may take possession of the goods and the purchaser hereby consents to the agents of TopTech Solutions Ltd entering onto his/her or its premises to take such possession".

SHORTAGES

Any claims for error or short delivery must be made in writing quoting Packing Slip or Invoice number within **5 days**.

DELIVERY

Any date or time expressed for delivery is given as an estimate only and TopTech Solutions Ltd shall not be liable directly or consequently for delays in delivery for any reason whatsoever beyond the Company's reasonable control.

FREIGHT INSURANCE DAMAGE

Standard conditions of freight shall apply. Any insurance over and above the limit, as per the Carriers Act, shall be at the client expense. Any claims for damage in transit or during unloading must be noted on the delivery docket or consignment note at time of delivery and notice must be given to the carrier by whom the goods were transported within **5 days of delivery**. If the buyer fails to give notice the goods shall be deemed to have been received in a satisfactory condition

RETURNS

Products manufactured to order are not returnable.

Items or products that are specially procured may be returned subject to our supplier's acceptance and their terms of return. These items may also be subject to the suppliers restocking fees and may also incur all freight costs

Products taken ex-stock or on trial must be returned within **7 days**, in original condition and with proof of purchase.

CANCELLATION OF CONTRACT

The company or client may cancel this contract at any time prior to the commencement of work, provided it is in writing but if items have been specially ordered for the job, then the Returns clause will apply.

TIME COMPLETION

We will complete the work within a reasonable time and will endeavour to meet any target date you make known to us. Should it be necessary to work outside ordinary working hours to meet your completion target or due to any other circumstances outside our control, you shall be liable for any extra cost incurred.

CONSENT

You are responsible for obtaining any consent or other authority necessary for the work and will provide that to us on request. Where a building consent is required and you have failed to obtain it, we may lodge a building consent application as your agent and at your expense.

WARRANTY

We guarantee that we will remedy any defective workmanship and replace any faulty material that is reported to us in writing within **90 days of completion of the contract**. This performance guarantee does not extend to any goods or materials supplied by you. In the case of work covered by Consumer Guarantees Act 1993, this warranty is in addition to any rights you may have under the act.

STRIKES, ETC

We are not liable for any delay or damage caused directly or indirectly by weather conditions, labour disputes, strikes, accidents, fire, failure of manufactures to deliver and any other events beyond our reasonable control.

PLANS AND SPECIFICATIONS

We shall be entitled to rely on the accuracy of and shall not be obliged to check any plans, specifications and other information supplied by you, we shall bear no responsibility for any goods supplied in compliance under this agreement.

MATERIALS

Unless specified, we have only allowed for the installation of recognised New Zealand Standard electrical and electronic fittings. If imported equipment (Chinese, & some European brands) is required to be installed, extra installation charges may be incurred by you. Please consult with us before you purchase your own equipment/fittings before any work is to commence.