

1. Definitions

Unless the context otherwise requires, the following definitions shall apply:

"Customer" means the person who purchases Goods or Services from Prestige and shall include the Customer's trustees and executors if an individual or its successors, permitted assigns or administrators.

"Delivery" in respect of Goods has the meaning given in clause 7.1 and *Delivered* has a corresponding meaning.

"Goods" means any goods provided by and/or manufactured by Prestige.

"PPSA" means the Personal Property Securities Act 1999, and associated regulations, as amended from time to time.

"PPSR" means the personal property securities register under the PPSA.

"Prestige" means Prestige Glass Limited trading as Prestige Frameless Glass that has supplied the goods or services and shall include any successors and/or assigns of Prestige.

"Services" means any services provided by Prestige.

"Terms" means the terms and conditions of the supply set out in this document, including any variation to these Terms.

2. Acceptance of Terms

- 2.1 All quotations are made and all orders for Goods and/or Services are accepted by Prestige on and subject to these Terms and any special terms and conditions which are agreed to by Prestige in writing. Unless otherwise agreed by Prestige in writing, previous dealings between Prestige and any Customer or the imposition of additional or alternative terms and conditions by a Customer shall not vary or replace these Terms or be deemed to do so.
- 2.2 No deductions, retentions, back charges or set-offs are to be made by a Customer to a written quotation issued by Prestige.
- 2.3 Prestige may withdraw, revoke or vary a written quotation at any time prior to the Customer submitting an order which accepts the offer contained in the quotation or on the expiry of the period set out in in clause 3.2(a) or any other validity period set out in the written quotation.
- 2.4 A separate contract will be formed each time Prestige accepts an order for or otherwise agrees to supply Goods and/or Services.

3. Price

- 3.1 Unless otherwise stated, prices stated in a quotation or other correspondence between the Customer and Prestige are exclusive of all taxes (including goods and services tax) and charges (for which the Customer will be liable).
- 3.2 The price of Goods and/or Services specified by Prestige in a quotation:
 - (a) will remain valid for 30 days unless otherwise specified; and
 - (b) is subject to any other conditions specified in the quotation.

4. Payment

- 4.1 Unless Prestige has agreed a trade credit facility and subject always to Prestige's right to refuse to extend credit terms, the Customer must pay for the Goods and/or Services within 7 days of Delivery and, for the avoidance of doubt, all Goods Delivered in accordance with clause 7.1(b) shall incur an obligation for the Customer to pay for such Goods on Delivery notwithstanding the fact that the Customer no longer requires such Goods.
- 4.2 Where the Customer has agreed a trade credit facility with Prestige, the Customer shall ensure that payment is made in accordance with the terms of the trade credit facility and in all cases not later than 20 days from the end of the month of the

date of invoice or such other date as agreed in writing.

- 4.3 Payments made by credit card may be subject to a surcharge.
- 4.4 If the Customer disputes any item charged to its trade credit facility, it must notify Prestige immediately, and not less than seven days prior to the due date for payment of the relevant item, and pay the undisputed portion of the trade credit facility balance by the due date for payment.
- 4.5 Prestige reserves the right to suspend any discount or rebate and to restrict or withhold the supply of further Goods and/or Services to the Customer if these Terms are not strictly adhered to.

5. Default

- 5.1 Prestige may charge default interest on overdue amounts from the due date until the date payment is received (inclusive). The interest rate shall be ANZ Bank New Zealand Limited's Business Overdraft Base Rate plus 5% per annum and shall be calculated on a daily basis. The charging of default interest does not imply the granting of an extension of credit.
- 5.2 If the Customer defaults in making any payment Prestige may also charge the Customer all costs including legal costs (on a solicitor client basis), debt collection charges and court costs incurred by Prestige in recovering outstanding monies.
- 5.3 Prestige may set off any amount owed by the Customer or its related companies against any amount of money owed, or may become owing to the Customer by Prestige or its related company and the Customer waives any equivalent right to set off.

6. Withdrawal of Credit

- 6.1 Prestige may at any time in its sole discretion withdraw the provision of credit to the Customer and, in such a case, all balances shall be immediately payable.

7. Delivery and Return

- 7.1 Delivery of Goods shall be deemed to be made to the Customer from the earliest point in time when:
 - (a) the Goods are:
 - first dispatched from Prestige's premises; or
 - collected by the Customer or the Customer's agent (and for these purposes, all carriers of Goods are deemed to be agents of the Customer); or
 - (b) if Goods comprise glass or other materials which have been cut to the Customer's order, the point in time when such cutting takes place.
- 7.2 Prestige may stop future deliveries until the Customer has paid for all previous supplies of Goods and/or Services supplied by Prestige (whether payment is due or not).
- 7.3 If Prestige is unable to deliver the Goods or perform a Service because of any cause beyond its control (including any force majeure event) it may suspend Delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.
- 7.4 Goods will only be accepted for return with the prior approval of Prestige. Freight and all other costs associated with the return of Goods will be at the Customer's expense unless otherwise agreed in writing by Prestige.

8. Risk

- 8.1 Goods are at the sole risk of the Customer upon Delivery in accordance with clause 7.1 whether received by the Customer or not, whether or not there is a delay in Delivery and even though ownership of the Goods may not have passed to the Customer.

- 8.2 The Customer shall at all times insure the Goods and keep them insured for their full insurable value against all insurable causes including loss or damage by fire and theft. If the Goods are lost, damaged or destroyed then the Customer agrees to make a claim against the insurance policy with respect to the lost, damaged or destroyed Goods and to immediately pay the proceeds received to Prestige, and the Customer will remain liable to Prestige for any shortfall in the insurance proceeds.
- 9. Enforcement and PPSA**
- 9.1 The Customer grants to Prestige a security interest in the Goods as security for all amounts owing to Prestige and the performance of the Customer's obligations under these Terms. Ownership in the Goods shall not pass to the Customer until the Customer has paid for the Goods in full.
- 9.2 On the enforcement of any security interest created by these Terms to which the PPSA applies, sections 114(1)(a), 133 and 134 of the PPSA shall not apply. The Customer waives any rights it may have under sections 116, 120(2), 121, 125, 129 and 131 of the PPSA on enforcement of any such security interest.
- 9.3 The Customer waives its right under the PPSA to receive any verification statement from Prestige.
- 10. Representations and Warranties**
- 10.1 Prestige guarantees its shower installations against defective workmanship and/or materials for a period of 5 years from the date of purchase. Prestige will repair, or at its option replace any defective elements at no cost to the customer. This guarantee excludes any splash strip and the maintenance of the silicon sealant's appearance, and does not apply where the defect arises as a direct or indirect consequence of misuse, neglect, accident, unauthorised repair or the use of unsuitable cleaners.
- 10.2 Prestige accepts no responsibility for any damage that may be caused directly or indirectly from water leakage.
- 10.3 To the maximum extent permitted by law, all representations, warranties, terms and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) not expressly included in these Terms are hereby expressly excluded and are of no effect. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act 1993 and any other applicable consumer protection legislation shall not apply to the supply of Goods and/or Services by Prestige to the Customer where the Customer acquires, or holds himself, herself or itself out as acquiring, the Goods and/or Services for the purposes of a business.
- 10.4 Any liability owed to the Customer by Prestige, whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the Goods and/or Services are supplied to the Customer or the actual loss or damage suffered by the Customer, whichever shall be the lesser.
- 10.5 Under no circumstances will Prestige be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.
- 11. Privacy**
- 11.1 The Customer agrees that Prestige may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose being in the course of Prestige's business, including credit assessment and debt collecting, and the Customer consents to any person providing Prestige with such information.
- 11.2 The Customer agrees that Prestige may use for lawful purposes any information it has about the Customer relating to the Customer's creditworthiness.