

1.0 Payment for - Purchases

- 1.1 Heat IQ accept Trade and merchant account payment by Cash - Cheque - or bank transfer directed to our sales account
Credit card payment is only accepted for Retail purchase direct from our website
- 1.2 For non account purchases goods will not be released until payment has been received , in the case of Cheques .Please note bank transfers will typically not show until the next working day—payments made over a weekend period may not show until the Tuesday
- 1.4 Any item deemed to be a special order or indent item, For non account customers must be paid for in full at the time of placing the order
For Account customers a 60% deposit is required a confirmation receipt including an ETA is provided. **See also item 8.0**

2.0 Trade criteria

- 2.0 To be eligible for trade status you must be either registered as a plumber or Gas fitter with the New Zealand Plumbers Gas Fitters & Drain layers board (PGDB) or be able to provide sufficient evidence that you operate a business eligible for trade terms. Heat IQ reserve the right to reject companies or individuals that it deems not eligible. As part of our assessment process we may ask to meet with you prior to granting trade client status. **We apply a tiered trade discount policy based on your order history**
- 2.1 **As a trade customer you accept the terms of trade & terms of guarantee within this document. our terms and conditions may be revised from time to time and are always in current form on our website. We strongly advise that you review them from time to time**
- 2.3 Account holding customers must complete & sign our trade application form in so doing you accept the terms as set out in this document
- 2.4 Please be sure you are familiar with the our terms of supply, in particular relating to guarantees and extent of limited liability relating to the replacement of damaged goods and replacement of parts under guarantee (see particularly items 5, 8 & 9)

3.0 Trade accounts (See 5.0 for merchants)

- 3.0 **Unless formally agreed** trade accounts have a maximum limits of \$10k per month / and \$15k overall, applied to the first six months of the account . Requested Increases to initial limits will be considered and approved on a case by case basis.
- 3.1 **In all cases, payment in full is due by the 20th of the month following invoice.**
- 3.2 We do not accept contra adjustments to account , for example Any payments to you in the case of a warranty will be processed separately, directly under the terms of warranty not deducted from an account balance
- 3.3 **On Stop** Credit accounts may be placed on hold if payments are overdue by more than three working day. We reserve the right to terminate any account with repeated late payment history
- 3.4 **Trade accounts overdue by more than 30 days**
Interest will be applied by Heat IQ on an overdue balance at 2.0% of the balance per month on sums more than 30 days overdue . We reserve the right to engage a third party to collect overdue amounts if such action is taken, any fees and costs associated with collection including interest will be the liability of , and claimed from the defaulting customer
- 3.5 **Invoicing disputes**
If you dispute an invoice or believe you have a reason for non payment. please bring any issue with our invoicing to our attention without delay, we will work with you to clarify and resolve the issues. Where an invoice is in dispute all other invoicing in the given period should be paid in line with these terms and conditions.

4.0 Trade Quotes - limitations of free design service

- 4.0 We provide trade customers with quotes free of charge. These quotes may at our discretion or the contractors request, include elements of design inc, schematics. Any overview schematic, valve train or wiring detail is as a description of the items quoted. It is for the contractor to review & must not to be considered detailed verified system design for installers to follow, unless clearly marked as verified & Invoiced separately as a design. Heat IQ accept no liability in regard to system specification or performance in regard to these FOC items.
- 4.1 **Where we quote products, the price quoted will be current for the period given on the quote, or for 30 days where no time is given.**
- 4.2 For system quotes where some goods are purchased (For example pre pipe items from a system package quoted) We will hold the price quoted for the remaining items, **for a period of 90 days From the date of the original quote**
- 4.3 We are not able to hold products or guarantee availability of products not paid for, even where a confirmed intent to purchase is made.
- 4.4 Where a product is superseded between the time of quoting and time of purchase the alternative item will be at its current price.
- 4.5 **Current pricing - Price lists** are published on our website in the trade order portal. Any price list issued by us at your request in printed or CSV file or other format is correct at the date of issue - It may not be updated and is subject to change without notification

5.0 Merchant Status

- 5.1 To be eligible for Merchant status you must be able to demonstrate that you are operating a business which is primarily focused on the sale of product and not installation, Your merchant status will also be influenced by your client base. if you supply mainly retail or trade
- 5.2 Any company acting as merchant outlet for our products you will be required to Sign an on selling merchant agreement
- 5.3 Merchant accounts are provided on the basis of payment by the 25th of the month following the month of sale, Overdue merchant accounts may be locked at seven working days overdue until payment is received in full. Where an account is in arrears and a third party is engaged for collection, Any associated costs will be bourn by the purchaser.
- 5.4 Merchants are supplied products at a percentage discount off the Heat IQ Trade price. The discounts given will form part of the merchant agreement (5.2) No additional discounts in the form of rebates or other methods will apply
- 5.6 Merchant account credit limits are set and reviewed on an individual case by case basis.

6.0 Damaged / Fault goods

Heat IQ check all goods leaving our warehouse facilities prior to shipment to you.

- 6.1 **PLEASE ENSURE YOU INSPECT ALL GOODS AS THEY ARE DELIVERED.** We are obligated to notify a claim to the freight Co, within 3 days of delivery We are not able to accept claims for freight damage after this time .. **Please make sure that any damage is recorded on the delivery note provided by the freight Co, Do not sign as OK**
- 6.2 In the case of goods collected from our warehouse or collections from a freight co depot From the point you collect and move the goods you take possession and liability **We urge you particularly to inspect the wrapping on all radiators before you open, move or store them.**
- 6.3 **Merchant account holders, note:** As the receiving merchant you become responsible for the goods from the time of signing for them, (check them as you take delivery and report damage on the delivery docket and advise us immediately from this point you, the receiving merchant, assume liability for all freight and or transportation damages.
- 6.4 **Where goods are evidently damaged/defective at the point of install. Notify us immediately,** we will endeavour to get a replacement dispatched to you within two working days , *or offer full refund where stock is not available.* **Should you install any such items without first notifying Heat IQ. this is deemed your acceptance of the goods with damage or defect.**
Heat IQ assume no Liability for Labour, travel or other cost beyond replacement of the item in such an instance.
- 6.5 **Where items fail or a manufacturing defect presents after the time of installation.** Our standard terms of warranty apply. We will cover replacement and labour related costs to the maximum values set out in our full terms of warranty.
In all cases. We may ask for photographs of damaged goods or return of the item for inspection before formally accepting a liability. In any case we do not accept a liability until we formally confirm acceptance of claim.

7 Return of unused goods

- 7.1 Heat IQ will accept returned unused goods for up to **45 days only** from the date of invoice providing.
- The original packaging is intact clean and tidy and intact (As it left us)
 - The goods have not been used or installed , removed and re packed
 - *The goods are not found to be damaged or contaminated upon return.
 - They are accompanied by a copy of, or reference to, the original invoice on which they were sold
 - They were not an indent or one off special order (we are not able accept return on these items)
 - **Note** Due to risk of contamination, **Return credit is not available on Pipe fittings that are not in the sealed bags**
- 7.2 *Return freight costs and associated liabilities are the responsibility of the returning party. A re stock charge of 10% of the original value or \$15.00 whichever is the greater is applicable to all returns. For non account holders payment will be made within 14 days direct to your nominated bank account. For **Trade** account (discounted) customers a refund will be in the form of credit to your account.

8.0 Placing Your orders

- 8.1 We prefer to receive your orders with a purchase order reference. If you require Order numbers to be used in all cases then please confirm this formally in writing—Otherwise where a reference is not given we will supply with the purchaser name as the reference.
- Please try to place your orders through our online trade system or by e-mail, **Note:** we do not accept any liability for supply quantity or item errors where an order is placed verbally over the phone and subsequent detail of the order is unable to be verified
- 8.2 All indent or special orders require a minimum 60% deposit from account holders upon placement. Heat IQ will provide a confirmation receipt including an initial ETA for any such goods. These goods are not returnable. Due to manufacturers lead times and international freight allocations we can not guarantee delivery dates, any ETA may be subject to revision , The customer will be notified of any change.
- 8.3 **No refund** can be made in relation to cancelled Indent or special orders once the order has been processed - please be sure you order the correct item.
- 8.4

8.0 Appliance Warranties **Please note ALL appliance warranties are conditional upon evidence of annual service**

HEAT SOURCE APPLIANCES refers to . Gas / Diesel boilers, heat pumps and swimming pool heaters

- 8.1 The appliance must be installed as prescribed and correctly commissioned at the time of installation.
- 8.2 The installer must complete and forward the commissioning data record and warranty record to Heat IQ
- 8.3 The appliance requires annual servicing as prescribed by the manual to maintain the warranty status. Warranty is terminated if annual service is not carried out. A service log should be maintained with the appliance.
- 8.4 It is the installers obligation to advise their customer about the need for servicing and its importance of records as a requirement in the event of a claim
- 8.6 **At the time of commissioning.** If you believe there is a fault with an appliance our technicians will endeavour resolve the issue with you over the phone and or e-mail. If a product issue is established we will verify your claim, and provide the parts. Labour to rectify will be covered up to the maximum labour costs as per the warranty schedule. (appendix B in formal warranty statement)
- 8.7 **Within the conditional period of warranty.** As defined in our declaration of warranties , if a fault is, "thought" to be due to a product defect, - you must promptly notify your claim . Note; evidence of annual servicing will be required.
You will be given a claim number which will apply pending our formal authorisation or acceptance of the claim. Note: We do not accept retrospectively made claims for un authorised work.

When a claim is accepted Heat IQ will cover reasonable labour costs of appliance repairs under the product guarantee as per the time allowance table in our warranty statement **additional call out charges** will only be covered where risk to users or property is evident.

Before any claim is settled failed/replaced components must be returned to Heat IQ. We reserve the right to reject a claim should evidence of non eligibility be present within the returned items.

Costs for returning components will be reimbursed to the value of a submitted courier invoice if the claim is accepted.

For full warranty details please also refer to our Formal Warranty Statement

**From April 1 2023 Payment of labour under warranty is paid at a maximum of \$100.00 per Hour Exc Gst
To the maximum hours as given in the labour schedule within our Formal Warranty Statement**

This shaded segment is updated annually

9.0 Component warranty claims , Please also refer to section 6.0—6.5 **Excludes heat source appliances see 8.0 above**

- 9.1 **To claim under warranty** claims must be made without delay. Warranty claims must be formally approved **Note:** We will not accept any claim made retrospectively without our formal approval by confirmation e mail. Claims are placed as pending approval until the failed item is returned and assessed.
- 9.3 In all cases parts or replacements supplied will be invoiced pending return of the failed item, and our acceptance of claim . Where the claim is accepted our invoice will be credited along with your reasonable cost to return the failed part.

Where a warranty claim is declined or Heat IQ does not receive the failed part within 28 days of supply of replacement, our invoice for items supplied remains payable.
- 9.4 In all cases, warranty excludes failure through incorrect installation, operational misuse, negligence or unauthorised modification.
* Heat IQ do not cover any claim for damage attributable to Sulphurous or Salty coastal environments.
- 9.5 Heat IQ accept no liability for secondary damage to a buildings structure, furnishings, decoration or possessions resulting from a product failure, **Our guarantees extend to the item only** as originally supplied
- 9.6 Heat IQ will endeavour to investigate , establish and approve as all claims promptly. In any case where parts are returned for assessment we will respond within 5 working days of receipt of returned components.

Our warranty does not exclude the statutory rights of the end user

Appliance and component Warranty in commercial application is limited to 12 months in all cases