

Tradepoint LTD *Heat IQ* Terms and conditions of sale effective from 1 Jan 2017 (3 pages)

1.0 Trade / retail - Cash Purchases

- 1.1 Heat IQ accept payment by Cash - Cheque - or bank transfer directed to our sales account we do not offer COD
- 1.2 Goods will not be released until t payment , in full, has been received , in the case of Cheques , until the cheque is cleared .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 one off or special order or indent item must be paid for in full at the time of placing the order Heat IQ will provide a confirmation receipt including an ETA for any such goods. **See also item 8.0**

2.0 Trade criteria

- 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**
- 2.0
- 2.1 As a trade customer you accept the terms of trade and terms of guarantees as applied 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 Trade account customers must complete and sign our trade application form and provide references 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 and Trade pricing

- 3.0 **New accounts** have a maximum limits of \$8k per month / and \$10k overall, applied to the first six months of the account activity. Requested Increases to initial limits will be considered individually and granted **based on payment history**.
- 3.1 **Payment in full is due by the 20th of the month following invoice.** Where a prompt payment discount applies for payments received on time **(on time means showing in our sales account by the due date, no exceptions can be made)**
- 3.2 We are not able to accept contra adjustments to account payments, for example reduced payment pending warranties. Any payments to you in the case of a warranty will be made separately, directly under the terms of warranty
- 3.3 **On Stop** Accounts may be placed on hold if payments are overdue by more than three working days. 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 **Account 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.
We will not accept withholding of payment pending warranties as just cause for non payment of account. Warranty payments are made directly under the terms of warranty we will not settle these as contra payments.
- 3.6 **Quotes**
Where you are quoted for products, the price quoted will be current for the period given on the quote or for 60 days where no time is given. Where a quote for listed materials is accepted and or items are taken—We will hold the price quoted for the remaining items for up to a maximum of a further 120 days. Any goods not taken or paid for within this time will thereafter be at the current price. Where a product is superseded we will supply the alternative item at the original quoted price providing the purchase is made within the above timeframe. We reserve the right to replace products or revise product specifications without notice.
- 3.7 **Current pricing - Price lists**
Our current price is published on our website in the trade order portal. Any price list issued by us in printed or CSV file or other digital format will remain current for a maximum of 30 days from date of issue unless otherwise stated

4.0 Merchant Status

- 4.1 To be eligible for Merchant status you must be able to demonstrate 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 customers the number of outlet branches will be taken into account when setting price levels
- 4.2 If you wish to become a merchant outlet for our products you will be required to complete an application this will be followed by a pre approval visit from one of our representatives,
- 4.3 Merchant accounts are provided on the basis of payment by the 20th of the month following the month of sale Overdue merchant accounts will be locked at seven working days overdue until payment is received in full.
- 4.4 Heat IQ may issue a discretionary Merchant status on a seven day account basis as an interim measure. This facility is at the discretion of Heat IQ any pricing will be by request for the duration of the facility
- 4.5 Merchant account credit limits are set on an individual case by case basis.

5.0 Damaged goods

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

- 5.1 **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 .. In all cases if the goods you are receiving are damaged please **Make sure that the damage is recorded on the delivery note provided by the freight Co, do not sign as OK**
- 5.2 When delivered to site Heat IQ will not accept claims for damage after as per 5.1, in the case of collection from our warehouse or collection from a freight co, 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.**
- 5.3 **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 docket and to us immediately) from this point you, the receiving merchant, assume liability for all freight and or transportation damages.
- 5.4 Where goods are received and identified as damaged, we will endeavour to get a replacement dispatched to you within two working days , Stock permitting. Note we do not accept any Liability for any delay or disruption this may cause.
- 5.5 As part of a claim process we may also need to arrange return of the damaged items.
We may ask you to photograph damaged goods or return the item for inspection before accepting any liability.
We will always cover your cost of returning goods (in the form of account credit) even if a claim is not established

6 Return of unused goods intact and no longer required

- 6.1 Heat IQ will accept returned unused goods for up to **60 days** from the date of invoice providing.
- The original packaging is intact clean and tidy
 - The goods have not been used or installed , removed and re packed
 - The goods are not damaged or contaminated upon arrival at our stores.
 - 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 push fit or crimp fittings**
- 6.2 A re stock charge of 10% of the original value or \$15.00 whichever is the greater is applicable. Payment will be made within 14 days direct to your bank account. **For Trade account customers** a refund will be in the form of a credit to your account .

7.0 Special order items

- 7.1 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.
- 7.2 Due to manufacturers lead times and freight allocations we can not guarantee delivery dates, the initial ETA may be subject to revision , The customer will be notified of any change.
- 7.3 **No refund** can be made in relation to cancelled orders once the order is processed - please be sure you order the correct item.

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

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

- 8.1 In purchasing and installing a heat source appliance you acknowledge that the appliance must be correctly commissioned by you at the time of installation and that this appliance requires annual servicing under the terms of warranty .
- 8.2 You Agree to ensure your customer is aware of the service requirements and you will offer annual service.
- 8.3 **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 identified—we will verify your claim, and provide the parts. Up to the maximum labour costs as per the warranty schedule. (appendix B)
- 8.4 **Within the period of warranty** as defined in our declaration of warranties , if a fault is, “thought” to be due to a product defect, - you must **first formally notify your claim** You will be given a claim number which will apply, pending our formal authorisation or acceptance of the claim **note** We do not accept retrospective claims
- 8.5 **When a claim is accepted** Heat IQ will cover reasonable Labour costs of appliance repairs under the product guarantee including.
- As per appendix B of this document only **note** Call out charges are not covered by our warranty.
- 8.6 **Before a claim is verified/accepted** any failed components may be required to 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 relating to accepted warranty claims will be reimbursed to the value of a submitted courier invoice if the claim is accepted.
- 8.7 **IMPORTANT**
Warranty is void where an appliance is incorrectly installed, incorrectly commissioned or where an appliance has not been serviced within each 12 month period during the term of warranty.

The installation commissioning and warranty declaration must be returned to us at the time of installation -

Note

Heat IQ may request: Evidence to verify the claim including evidence that an appliance has been serviced annually.
 Heat IQ may request: Detailed photographs of the failed appliance and installation may be requested.
 In certain circumstances we reserve the right to withhold approval pending on site inspection by our representative .

For January 1 to 31 Dec 2017 Payment of labour under warranty is at a maximum of \$68.00 per Hour Exc Gst To the maximum hours as the attached schedule. This figure applies to all warranty claims, it is reviewed annually

9.0 System components, Warranty - excludes heat source appliances see see 8.0 above

- 9.1 Where any of the following components (**Mechanical valve or filter - Motorized valve – Electrical controls—pumps, heat exchangers and hydraulic separators**) fail during its period of warranty we offer Parts only replacement warranty
Labour is covered only in instances where a full system is installed under a network IQ accredited installer system warranty
- 9.2 **To claim under warranty** claims must be made without delay. Warranty is only applied when formally approved
Note: We will not accept any claim made retrospectively
Note . Claims may be pending approval until the failed item is returned and assessed.
- 9.3 **Radiators including fan coils, Towel rails and cylinders and buffer tanks**
 are covered for replacement including allowance for Labour as listed in the schedule attached
- 9.4 In all cases parts or replacements supplied will be invoiced. Pending return of the failed item and acceptance of claim . If the claim is accepted our invoice will be credited plus your cost to return the failed part.
 Where a warranty claim is rejected or Heat IQ does not receive the failed part within 28 days of supply of replacement, any parts invoiced supplied remains payable.
- 9.5 In all cases warranty excludes failure through incorrect installation, misuse, negligence or unauthorised modification.
 Heat IQ do not cover any claim for damage attributable to Sulphurous or Salty coastal environments.
- 9.6 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
- 9.7 Heat IQ will endeavour to investigate , establish and approve as appropriate claims promptly and in any case within 7 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