

PROJECT KITCHENS - PICKUP, DELIVERY AND INSTALLATION TERMS

1. **Pick Up and Delivery - General**

- (a) Where delivery or pick up is arranged, sufficient time should be allowed before installation is to commence for unforeseen delivery delays and for you to review that all items ordered have been delivered and have arrived undamaged. You must notify us of any defects in the Products delivered within 5 working days of pick up or delivery. To the fullest extent permitted by law we will not be liable for any loss where this is not the case.
- (b) Lead times quoted by Project Kitchens may alter depending on factory work-loads, staff illness, material availability etc. You will be advised in advance of any delays.
- (c) While Project Kitchens will use reasonable endeavours to meet agreed pick up or delivery timeframes, Project Kitchens shall not be liable for any delays incurred.

2. **Pick Up at Our Warehouse**

- (a) Your kitchen cabinetry can be ready for free pick up once full payment has been received.
- (b) Pick up is from our warehouse located at 243-249 Bush Road, off Albany Highway and Upper Harbour Highway on the North Shore, Auckland. The warehouse is run by Kitchen Cabinets and Stones Ltd. We recommend giving our warehouse at least 3 hours' notice on busy days to avoid long waiting times.
- (c) Contact details and opening hours for the warehouse are on the Kitchen Cabinets and Stones website (www.kitchencabinets.co.nz). These are subject to change. The warehouse is not open on public holidays unless stated.
- (d) We aim to offer same day pick up of in-stock items if payment and the order transaction is completed PRIOR to 12pm on the day.
- (e) The final invoice or order number must be presented by the customer for pick up. Upon receiving the order, it is the customer's responsibility to check and make sure the correct Products have been received and that the boxes are sealed with no damage BEFORE signing the docket.
- (f) By signing the docket, the customer acknowledges that Products conform to the requirements of the purchase order. Products are then considered "accepted".
- (g) Except as required by law, and without limiting rights under the Consumer Guarantees Act 1993, Project Kitchens take no responsibility for Products once the customer has signed the docket upon pick up.
- (h) If items are factory damaged and under warranty, the customer must bring the damaged item back to our warehouse at the location outlined above for inspection. Project Kitchens is entitled to make good any defects by way of (at our sole discretion) repair, replacement or refund. Project Kitchens has no obligation to inspect and repair, replace or refund parts.
- (i) Warehouse pick up orders must be loaded by the customer themselves into their vehicle to avoid any disputes of damage while loading. It is at the warehouse team's discretion to assist with loading and if you elect to take up any such assistance, it is at your own risk.

3. **Delivery to the Purchaser**

- (a) Delivery can be expected in approximately 2-5 working days after full payment, depending on location in New Zealand.
- (b) An Auckland Metro flat fee applies to delivery between the following boundaries:
 - (i) North: Whangaparaoa
 - (ii) South: Papakura
 - (iii) West: Henderson
 - (iv) East: HowickOutside these boundaries incurs an additional charge.
- (c) In most cases kitchens will be delivered by an independent contractor using a single driver, to the entrance of the building. Items will not be carried further into a building i.e. upstairs, or into other rooms.
- (d) Assistance may be required if the order contains any tall units/ panels or benchtops or heavy items. If this cannot be supplied by the customer, another person will be sent which will incur an additional delivery fee. This service is available in Auckland metro area only.
- (e) Delivery days are normally Monday – Friday, during normal business hours, door to door. If the driveway is insufficient for the truck to come up to the door, the delivery may not occur and a re-delivery fee may be incurred.
- (f) In some rare occurrences, delivery may be stopped or postponed to ensure a safe delivery of the items and to ensure the safety of our team members and those present at the delivery location.
- (g) 3 days' notice must be given of any changes to the scheduled delivery date by you.
- (h) Usually we cannot be more specific than "morning" or "afternoon" when scheduling delivery. However we will request the delivery driver to give reasonable notice of the delivery time.

- (i) Cabinets are delivered to the door only. If you are not home during the agreed delivery window, unless a request has been made by you to leave the items, delivery will not take place and a second delivery fee will be charged.
- (j) If you request the items to be left without being present, you are accepting full responsibility for the items if they are damaged or missing.
- (k) You must provide us with as much information as possible on the location prior to delivery, e.g. Gate codes, steep driveways, multiple driveways, dogs etc. to ensure on-time delivery.
- (l) Before accepting the Products, you must ensure all items have been delivered and have not been damaged during transportation. Anything that is not satisfactory is to be noted on the delivery docket and then call our warehouse operator, Kitchen Cabinets and Stones on 09 414 4903.
- (m) If goods are signed for without any defect notes, it is assumed that everything is delivered and in perfect condition. We will then not be liable for any missing or damaged items.
- (n) It is your responsibility to ensure adequate site access and secure storage for delivered products. If this has not been done and the carrier is required to return to site at another time, an additional charge may incur.
- (o) Flat packed cabinets come boxed up. It is the client's responsibility to ensure that they can be placed in an area where no damage will occur to either cabinets or floors.

4. **Installation**

- (a) We do not offer an installation service.
- (b) We can provide a list of 3rd party installers. These installers will bill you direct and their charge out rate will depend on the level of input required.
- (c) 3rd party installers are only recommendations and are not agents or sub-contractors of Project Kitchens. The contract for fitting is entered into between the customer and the installer directly and Project Kitchens makes no guarantees as to the services provided by the installer.
- (d) It is the purchaser's responsibility to check all items supplied (for size, colour, specification and quality) before installation. Our liability will be for the repair replacement, or refund (at our discretion) of faulty goods under warranty only – not removal and re-installation cost.
- (e) Some panels are usually supplied over-sized to allow scribing by the installer – if required. All panel sizes must be checked before installation.
- (f) You are not obliged to use our list of installers and we can take no responsibility for their availability, schedules, workmanship, or charge out rate. We accept no liability for errors or damage caused by the installers.
- (g) It is your responsibility to provide us and the installer with correct site measurements when designing a kitchen and to check the items purchased are correct. Any modifications required to cabinets or tops due to incorrect measurements provided by you will be chargeable to you.
- (h) In many instances an installation will not be able to be completed at one time – for example:
 - (i) When templates need to be taken for benchtops;
 - (ii) Where part of the kitchen needs to be installed before other dimensions can be determined;
 - (iii) A Kitchen part may be lost, missing or damaged; or
 - (iv) Where special or indent items have not yet been received into store.
 In these cases, it is your responsibility to arrange for the installer to return as required and we can accept no liability for any additional installation costs incurred.

5. **Flooring**

- (a) Our kitchens utilize a standard 150 mm toe-kick. They are designed and recommended to be installed on top of the finished floor.
- (b) If you choose to install the kitchen before the flooring, the toe kick may not fit. This may also cause problems with dishwasher and fridge height clearances. You will need to make arrangements for your installer to either place the units on blocks of the appropriate thickness during installation or to cut down the toe kicks.
- (c) The extra cost of these modifications is to be negotiated between the installer and customer.

6. **Appliances**

- (a) It is the responsibility of the customer/installer to check the fit of all appliances before installation of the cabinetry and to make the appropriate adjustments if necessary. We can accept no responsibility for extra costs incurred for any adjustments required.
- (b) It is the customer's responsibility to ensure that appliance manufacturer's requirements and/or building codes are complied with. We can accept no liability for damage (direct, indirect, consequential or otherwise) caused by incorrect installation of the appliances.