

PROJECT KITCHENS - TERMS AND CONDITIONS OF TRADE

1. Acceptance of Terms

- (a) These Terms and Conditions ("Terms") govern the supply of all kitchen benchtops, cabinets, handles and all associated products and services ("Products") from Project Kitchens Limited to you from time to time.
- (b) By accepting a quote from us to supply Products you are deemed to have agreed that such Products are supplied subject to these Terms.
- (c) Terms governing pick up, delivery and installation are contained in our separate Pickup, Delivery and Installation Terms which are available on our website (www.projectkitchens.co.nz). Please ensure you read those terms before committing to purchase any Products as you will be bound by them.

2. Product Warranties

- (a) Project Kitchens warrants that Products supplied will be free from manufacturing defects as follows:
 - (i) For kitchen cabinets and hardware in the Euro range – 5 years;
 - (ii) For kitchen cabinets and hardware in the Julia range - 2 years; and
 - (iii) For kitchens and cabinets in the Niki range – 1 year.**Except where the Consumer Guarantees Act 1993 applies no other warranties or guarantees are provided. Where you are purchasing Products for business purposes, the provisions of the Consumer Guarantees Act 1993 shall not apply.**
- (b) Project Kitchen's liability to you is strictly limited to the repair, replacement or refund of defective Products covered by the above warranty. Project Kitchens has no liability for any consequential loss or damage suffered by you. For example, but without limitation, Project Kitchens has no liability for any heat or water damage to any part of your kitchen or property or any costs incurred in removing the defective product from the kitchen. Warranty will be void if our products are cut, altered or reshaped.

3. Notification of Defects

- (a) When Products are either collected by you, or delivered by us to you, it is your responsibility to check that that all items ordered are present and have not been damaged during storage or transportation. By signing the delivery docket you are deemed to accept the Products and to the maximum extent permitted by law we will not be liable to you for any defective Products or missing items.
- (b) Where defects are not evident upon pick up or delivery, you must notify us of any defects in Products you pick up from our warehouse or that are delivered to you (whether as to quantity, size, colour or quality) within 5 working days of pick up or delivery by calling 09 414 4903 or emailing info@projectkitchens.co.nz. To the fullest extent permitted by law we will not be liable to you in respect of any defective products where notification is not provided within 5 working days, even if you do not open the boxes until a later time.

4. Warranty Claims

- (a) Where a Product is covered under warranty you must return the faulty item to our warehouse located at 243-249 Bush Road, North Shore, Auckland.
- (b) We are entitled to satisfy our warranty obligations by (at our discretion) repairing, replacing or refunding the defective Product, provided that we shall have no obligation to remedy any damage or defect caused by:
 - (i) Any willful act or negligence of the customer or any other person other than us or our agents, employees or subcontractors;
 - (ii) Faulty materials or workmanship other than materials or work supplied by us;
 - (iii) Any force majeure event outside our reasonable control, including, without limitation, fire, explosion, earthquake, subsidence, slips or other natural disaster;
 - (iv) Any neglect or delay by you in giving us notice of the defect within the time frames specified by these Terms;
 - (v) Design faults, errors or discrepancies, unless we undertook the design;
 - (vi) Unintended use of the Products by you, or failure by you to maintain the warranted Products in accordance with the stated or recommended instructions or requirements provided by us or the manufacturer.
 - (vii) Products that are cut, altered or reshaped.
 - (viii) Any heat or water damage to any part of your kitchen or property or any costs incurred in removing the defective product from the kitchen.

- (c) At all times our maximum liability in contract, tort (including negligence), equity, statute, regulation or otherwise for any loss or damage or injury directly or indirectly arising from the supply of Products to you, or any other breach by us of these Terms is limited to the lesser of:
 - (i) The price (excluding GST) of the particular Product that caused the loss, damage or injury;
 - (ii) The cost of completing any necessary repairs / remedial work;
 - (iii) The actual loss or damage suffered by you.
- (d) Except as provided at clause 4(c), we are not liable for any loss, damage, liability, costs (including legal costs), professional and other expenses of any nature whatsoever incurred or suffered by you or another person whether direct or consequential.

5. **Kitchen Design**

- (a) Intellectual Property in all plans, drawings, specifications and other technical information provided by us in connection with the Products is owned by Project Kitchens or Project Kitchens is otherwise entitled to such Intellectual Property under licence.
- (b) Drawings that are supplied by us to you are a visual representation of the kitchen and to assist with your decision making. They do not represent the final measurements of the kitchen nor do we take responsibility for the accuracy of the drawings.
- (c) It is your responsibility to ensure that the drawings conform to any plumbing, gas fitting, electrical or any other building regulations, codes of practice, or other requirements.
- (d) If in doubt you should seek the advice of a kitchen installer, builder or other qualified professional.
- (e) It is your responsibility to check that the Products ordered and purchased are correct and suitable for the purpose you require them for.

6. **Kitchen Pricing**

- (a) All quoted prices are valid until the end of each calendar month or until stock is sold out, whichever comes first, unless stated otherwise.
- (b) A deposit of 50% plus GST of the total Products order will secure the quoted items and protect against any price increase for a period of 90 days from receipt of the deposit, provided the deposit is paid while the quote remains valid.
- (c) Payment of a deposit or otherwise instructing Project Kitchens to proceed with an order is treated as acceptance of the quote provided.
- (d) We reserve the right to make any price changes to a quote, or withdraw a quote, prior to acceptance.
- (e) Deposits are non-refundable should you change your mind, or otherwise fail to complete your order.
- (f) Final Stone benchtop prices are only verified after the template/ site visit has been done. Additional charges may apply for difficult access/ installs or travel costs. You agree to pay these charges.
- (g) If a stone template/ site visit has been carried out and you choose not to go ahead with the benchtop, a template/ measure fee will be charged. This is \$150 plus GST for areas within the Auckland Metro boundaries (See our [Pick Up, Delivery and Installation Terms](#)) and \$300 plus GST for other areas outside of this.
- (h) Custom laminate and stone benchtops, handles, sinks and taps are quoted according to the sizes provided to us by the customer. Should there be any changes, it is the responsibility of the customer to advise us of the changes. No item can be ordered without a customer's sign-off via a written signature or email.

7. **Instructions and Modifications to Order**

- (a) To avoid any miscommunication, changes to specification or dimensions, or any other specific instructions relating to your purchase will only be accepted if in writing (email) prior to being processed.
- (b) If you want to make changes prior to delivery or pick up of Products, additional processing fees may be charged. Payment will be required before processing of the new order.

8. **Payment Terms**
- (a) 100% payment is required before cabinets, benchtops and/or accessories can be picked up, delivered or provided.
 - (b) Should any items not be ready or partially complete at the time of delivery then we will agree on a timeframe to supply the item(s) or refund the difference (at our discretion).
 - (c) If you are paying by internet banking (or pre-approved cheque) you will need to allow sufficient time for the funds to be cleared before your order is accepted and processed.
 - (d) Project Kitchens reserves the right to refuse payment made in cash.
 - (e) Ownership of goods will transfer to the client once final payment has been received. Until such time Project Kitchens has a security interest in all Products ordered (as defined in the PPSR).
 - (f) Credit card payments, and cash payments may incur a surcharge due to bank fees. If a refund is granted, any surcharges that were paid on the order are non-refundable.
9. **Pick Up, Delivery and Installation**
- (a) Terms governing pick up, delivery and installation are contained in our separate Pickup, Delivery and Installation Terms which are available on our website.
 - (b) 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.
 - (c) Project Kitchens does not offer any installation services and shall have no liability whatsoever for any loss or damage resulting from installation of the Products.
10. **Use of Information**
- (a) You agree that we may obtain information about you from you or another person in the course of our business, including, without limitation, your name, address, phone number, email address and credit information. You consent to us obtaining and holding such information.
 - (b) You agree that we may use information we have about you for the purpose of supplying you with products and services and for the purpose of assessing your creditworthiness and for debt collection purposes. Under the Privacy Act 1993, where you are an individual, you have the right of access to and correction of, your personal information.
11. **General**
- (a) You may not assign or transfer your rights or obligations under these Terms without our prior written consent.
 - (b) If at any time we do not enforce any of these Terms, we shall not be construed as having waived that term or our rights to later enforce that or any other term or right.
 - (c) We may vary these Terms from time to time. Amendments shall be effective immediately upon the amended terms being placed on our website.
 - (d) These Terms are governed by the laws of New Zealand and you agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.
 - (e) If any of these Terms is held to be invalid, void or unenforceable for any reason, such provision shall be deemed severed from these Terms and the remaining provisions shall continue in force.
 - (f) In these Terms:
 - (i) “we”, “us”, “our” and “Project Kitchens” refer to Project Kitchens Limited and “you” and “customer” refer to the purchaser of the Products.
 - (ii) “GST” means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985.
 - (iii) “Intellectual Property” means all intellectual property rights (including, without limitation, copyright, patent and design rights, drawings, documents, data, ideas procedures and calculations).
 - (iv) “PPSR” means the Personal Property Securities Act 1999.
 - (v) References to a party include that party’s successors, personal representatives, executors, administrators and permitted assigns.