

For any enquiries contact our Customer Care team on customercare@furniture.co.nz or 0800 777 807 Deliver to:

Fiona McKinney 109 Wellington Road

Wainuiomata Lower Hutt 5014

Sales Order Confirmation

Our Order # 271368

Order Date 21-Mar-18 Sales Person BEV MACRIS

Account # 154149

Home Phone # .

Work Phone #

Mobile # 0212925739

Email <u>Szkotka@gmail.com</u>

Pref Contact Method PHONE

Pref Phone # Mobile

Description	Estimated Delivery	RRP	Qty	Special	Line Total
EXS Florence 3 + 2.5 Seater In Monet Chocolate (25-2202) This item is sold as is where is as inspected by the customer		6,799.00	1	4,599.00	4,599.00
Floorstock Item - sold from shop floor Sold as Floor Stock. Inspected and accepted by Customer		0.00	1	0.00	0.00
Freight Direct to Customer - Wgtn Freight Area 1	Estimated 21- 03-2018			90.00	90.00
Protection Plan Kit - Standard, Leather (4-6 seats)		350.00	1	350.00	350.00
Customer Taken from Branch o Goods must be inspected and signed for below as in good condition, once taken from the store any damage becomes the customer's responsibility Date:/					
<u> </u>		•			

Confirming measurements Friday

Less Deposits Paid:

Transdate Ref 22-Mar-18 MASTERCARD

Amount <u>-5,039.00</u> -5,039.00

Order Total (Incl GST)	5,039.00
Includes GST of	657.26

I acknowledge that the above accurately represents the details of my order.

I have

22-Mar-2018

Signature

Date

Terms and Conditions of Sale on Following Page/s
Bank account: Westpac 03 0823 0715111 00. Please quote your account number.

TERMS AND CONDITIONS OF CONTRACT

- 1. You (the Customer) enter into a Contract with Hunter Retail Limited (we/us) to supply furniture or other goods.
- 2. No contract shall come into existence until a signed Sales Order and/or a deposit of 20% has been received. If you are paying for your goods with consumer credit through one of our approved providers (Q Card or GE), we require a valid signed voucher in place of a deposit.

Payment and delivery

- 3. You must pay in full for the Order prior to its supply and delivery to the location that you have requested.
- 4. If there are multiple deliveries for an Order, that part of the Order to be delivered must be paid for in full prior to its delivery.
- 5. We will hold the Order for a maximum period of one week once the goods are ready for delivery. We will notify you when the goods are ready for delivery and, following such notice, you will be required to attend to payment of the outstanding balance of the goods within 7 days.
- 6. We are unable to provide storage facilities. Accordingly, if you require storage beyond the confirmed due date of your Order you must make own arrangements for storage.
- 7. We use independent freight carriers. It is your responsibility to accept and sign for furniture arriving in good condition. Our carriers will unwrap all goods to allow for customer inspection at time of delivery-unwrapped customer inspection is compulsory for freight damage claims to be considered. Any damage must be notified to us within 2 days of delivery.
- 8. We quote a delivery estimate at the time of purchase based on average manufacturing and freight times. We reserve the right to deliver outside of this expectation due to unforeseen circumstances or issues arising that are outside of our control. It is our intention to advise our customers of significant delays.

- Risk and Ownership
 9. Risk in our furniture or other goods purchased by you will pass on completion of delivery to your designated delivery address by our freight carriers, or on collection of goods by you or your designated freight carrier if you have chosen to arrange your own delivery.
- 10. Title of the Goods shall not pass to you until we have received payment in full for the Order.

Cancellation or Alteration of an Order

- 11. Any cancelled Order may incur a 10% cancellation fee, being compensation to us for costs incurred due to such cancellation and/or compensation for our likely loss of profit. In the event that you cancel part of an Order, such part-cancellation may incur a 10% cancellation fee on a pro-rata basis to the part-cancelled Order.
- 12. You acknowledge and agree that the cancellation fee may be deducted from any deposit paid by you. If no deposit was paid due to your purchase being completed by way of finance, you will require to attend to payment of the cancellation fee at the time of cancellation.
- 13. Where an Order is altered, actual costs incurred in changing the Order may be charged, such as alteration or cancellation fees passed on from our suppliers.

Warranties for Furniture and Other Goods

- 14. It is your responsibility to satisfy yourself as to the condition, quality, suitability and fitness of the Furniture for your purpose and you accept the Furniture on this basis.
- 15. Subject to the Consumer Guarantees Act 1993 you agree that:
- 15.1. Furniture or other goods supplied by us shall be subject to the terms and conditions of any warranties and guarantees provided by a manufacturer in respect of the goods
- 15.2. No warranty whatsoever is given by the manufacturer in respect of the furniture or other goods unless specifically stated in writing by the manufacturer: and
- 15.3. Except as set out in this contract, all warranties or conditions or other terms expressed or implied by statute, common law or custom are excluded to the maximum extent permitted by law.
- 16. The Consumer Guarantees Act 1993 shall not apply in the event the Furniture is supplied for business purposes or re-supply in trade.

Information and Privacy Act 1993

17. For the purposes of enabling the efficient running of our business, you authorise us to collect any information that we may require from third parties and you authorise those third parties to release that information to us. You further agree that any information we may obtain for you or third parties ("the information") may be held and accessed by us, our employees and our agents and that we may use the information for the efficient running of our business, including for debt collection purposes. We will take all reasonable steps to ensure that the information is held securely at all times.

Exclusion and Limitation of Liability

18. Our liability for any loss, damage or injury arising from a defect in or non-compliance of the Furniture or any other breach of the Terms and Conditions shall not exceed the price of the Furniture, or the price of replacement or repair of the Furniture. We shall not be liable for any indirect, special or consequential damage or loss. Our liability is confined to you. We are not liable to anyone who acquires the Furniture from you. You may not assign your rights under this Contract.

<u>Miscellaneous</u>

- 19. All contracts shall be governed by the laws of New Zealand.
- 20. You shall pay the costs and expenses incurred by us in exercising any of our rights or remedies or enforcing the Contract.

I accept the Terms and Conditions of Contract.

CUSTOMER SIGNATURE & DATE:

22-Mar-2018