

Lyall Bay Warehouse 22-54 Kingsford Smith Street Wellington NI 6022 Phone: 04 387 5800

Reprint

DATE ORD REC

16/09/2022

TAX INVOICE 9489/99881956 Page 1 of 2 **INVOICE DATE** 16/09/2022

CUSTOMER COPY

BI 16/09/2022 12:27:04 PM

CLIENT NO. CLIENT ORDER NO. ORDER NO CLIENT JOB NO. W220679694-1

DELIVERY ADDRESS

CUSTOMER

DISPATCH

Karol Wojasz

16/09/2022 12:27:05 PM

CONTACT Karol Wojasz

Bunnings Ltd (New Zealand)

GST REG 24-882-403

ADDRESS

. 109 Wellington Road Wainuiomata Lower Hutt 5014 **JOB NUMBER JOB ADDRESS**

kiwipole@gmail.com PHONE/EMAIL

Pick up

DELIVERY DATE 16/09/2022

TRANSPORT REF

INSTRUCTIONS

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE EXCL GST	NET EXCL GST	DISCOUNT	TOTAL EXCL GST	GST PAYABLE	TOTAL INCL GST
6270694	1	EACH	K2 WTRBLSTR KARCHER++PLUS 1.602-232.0	172.17	172.17		172.17	25.83	198.00
				Amount on account Amount non-account					0.00 198.00
				TOTAL		172.17	25.83	198.00	

PACKING DETAILS	FREIGHT
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TOTAL CUBIC **METRES**

Nett...... 198.00

Bunnings is pleased to supply you with goods on the basis of the following:

1.Quotes. Estimates and Orders

Unless the quotation/estimate specifies otherwise, it is valid for 30 days and for the full quantity only. The quote/estimate supersedes all previous quotes/estimates. If you wish to change your order or product specifications before delivery a requote will be provided. Subject to availability of the Goods, we will be bound to supply you the Goods when Bunnings accepts your order (but not before), and you will then be bound to pay for them. Deliveries or collection of Goods beyond 30 days of Bunnings accepting your order may be subject to price increases in accordance with these terms and conditions of supply. Online orders will be regarded as accepted once payment has been processed and you have received an email order confirmation from us. All orders accepted by Bunnings will be pursuant to these terms, unless agreed or advised otherwise.

2.Payment

<u>In-store purchases</u>: For retail customers (i.e. you do not have an account with Bunnings), the following require payment in full when you place your order: purchases under \$500; direct deliveries from our suppliers; specially ordered and custom made products; and delivery services. Purchases over \$500 require a deposit of \$500 when you place the order, and the balance is payable before the Goods are collected or delivered. Personal cheques are not accepted.

If you are a commercial customer (i.e. you have a cash or credit account with Bunnings) then terms and conditions of the applicable account apply in addition to these terms and conditions of supply. PowerPass terms and conditions of use apply to customers with PowerPass, in addition to these terms and conditions. Short payment of any invoice is not permitted.

Online purchases (from the Bunnings website): You must pay for all online purchases at the time of online checkout, prior to order confirmation. In accordance with one of the payment methods offered on the Bunnings website.

3.Delivery (if applicable)

We will advise you when your Goods are available at our premises for you to collect. Where Bunnings is delivering your Goods to you, we will usually deliver them within 30 days of us accepting the order, except where we agree or advise you otherwise. If delivery is offered by Bunnings, a charge for delivery to your home or premises will apply. Bunnings will give you an estimated delivery date/time in good faith but, we are unable to accept liability for delay in delivering the goods which is beyond our reasonable control (e.g. if stock is unavailable), except to the extent that any loss or damage is directly attributable to our nedligence, wrongful act or wilful misconduct.

You must ensure there is clear and safe access for delivery. Please ensure there is a person present at the delivery premises who is authorised by you to accept delivery. If there is not, unless you have explicitly advised us not to leave the Goods, we will leave the Goods at your premises if we consider it is safe and appropriate to do so. If the delivery contractor arrives at the agreed time but is unable to deliver the Goods or considers that it is unsafe or inappropriate to do so, you may be required to pay for re-delivery later. Some Goods may require extra delivery personnel which may incur an additional charge.

We will deposit your Goods at ground level at the delivery premises unless you have arranged otherwise with us. The Goods are at your risk after delivery. For commercial customers, liability for damage to any property occurring in the course of delivery, except to the extent that any loss or damage is directly attributable to our negligence, wrongful act or wilful misconduct, will not be accepted.

4. Abandoned Goods

If you are a commercial customer and fail to collect or call up delivery of your order as agreed or within a reasonable time afterwards, then, subject to applicable laws, Bunnings may invoice you any amounts owing for the Goods, where Bunnings is not reasonably able to return the Goods to stock and resell them. The order will be deemed fulfilled once invoiced or cancelled when returned to stock. Invoiced orders will be available for collection, or delivery by arrangement, for 30 days (or such other time as advised or agreed by Bunnings) from invoicing your account. If you do not collect or arrange delivery of the goods within that period, to the extent permitted by law, Bunnings will treat the Goods as abandoned / uncollected goods and may take whatever action it deems necessary to dispose of the Goods, for which Bunnings will bear no liability to you whatsoever.

5.Collection

If Goods are being collected, please collect them within 10 days (commercial customers) or 30 days (retail customers) after we inform you that they are ready for collection. We may need to verify your identity upon collection. If you do not collect the Goods within the applicable time period, then unless you make arrangements with us for late collection (which, for commercial customers may be subject to price increases if the date for collection is beyond 30 days of the date of acceptance of your order), we will assume you have cancelled your order. This means we may re-sell the Goods and you may forfeit any deposit or payment you have made. Where we are unable to re-sell the Goods, such as for specially ordered or custom-made Goods, we will invoice you for payment in full if not collected within the timeframes set out above, unless otherwise agreed.

6.Warranties

In addition to manufacturers' guarantees on selected products, if you are a consumer within the meaning of the Consumer Guarantees Act 1993 (the Act), Bunnings provides additional warranties in accordance with the Act. Consumers may be entitled to have the Goods repaired, or a replacement or refund. In addition, consumers may also be entitled to compensation for any other reasonably foreseeable loss or damage. All other warranties and representations are excluded, except those that are non-excludable in law, including under the Act.

For Commercial customers, Bunnings' liability is limited to refunding the price or replacing or repairing the Goods (at our option) and we exclude liability for indirect or consequential loss (e.g. contractor time on site). We will not be liable for damage, loss or injury suffered as a result of any person failing to follow instructions relating to the Goods, modifying them, failing to appropriately maintain or store them or using them for an unintended purpose. Commercial customers must inspect the Goods upon taking

delivery and any shortage, discrepancy, defect, wrong specification or similar problem must be notified to Bunnings as soon as you become aware of it, and in any event within 7 days of delivery (otherwise we will not be liable for that problem later).

7.Cancellation & Returns

We will endeavour to assist you if you wish to cancel your order or return Goods unused - please see the returns policy on our website. Change of mind is not available for purchases of commercial quantities. Some Goods, including specially ordered and custom-made Goods are non-returnable unless a warranty or guarantee is breached (further information can be found on www.bunnings.co.nz /returns). Customers may be required to pay for loss we incur as a result (for example, handling/transport costs or any re-stocking fee charged by our supplier). We reserve the right to cancel any order (in full or part) where: (i) you are in breach of your payment obligations to Bunnings; (ii) Bunnings reasonably suspects that you are purchasing Goods for the purposes of resale or resupply; (iii) Bunnings becomes aware after order confirmation of shortages, delays or that the good is out of stock or not reasonably available from Bunnings' suppliers at the required delivery time or for the quoted price; (iv) you fail to collect or call up delivery of your order as agreed or make alternative arrangements acceptable to Bunnings; (v) collection of the goods does not occur within 10 days of notification that they are available for collection or delivery does not occur within 30 days of acceptance of an order by Bunnings and no alternative arrangement has been agreed (other than where directly attributable to our negligence, wrongful act or wilful misconduct) or (vi) there has been a genuine pricing or product description error by Bunnings or its supplier. We will refund any amount already paid in respect of any cancelled order, other than where the order is a special order or custom made good which cannot reasonably be resold, or the order is cancelled because you failed to collect it or call it up for delivery on or by the agreed delivery date and Bunnings is not reasonably able to return the Goods to stock or resell them, (and in the case of part cancellation of an order, we will refund the amount paid that relates to the cancelled portion of the order).

8.Privacy

Bunnings collects your personal information here to allow us to supply you with goods or services. We will not use or disclose your personal information for any other purpose. Our Privacy Policy can be found on www.bunnings.co. nz/policies/privacy-policy. By placing an order with us, you consent to us providing your name, contact details and delivery address to third parties (including our suppliers or delivery contractors) for the purpose of fulfilling and delivering your order. If you have any questions, email us at privacy@bunnings.com.au.

9. Third Party Installation

Where you arrange for a third party to install Goods supplied by us, you must contract separately with that third party. Bunnings will not be liable for any installation services provided by a third party.

10 GST

If goods are being exported out of New Zealand and you can confirm that this will be within 28 days of purchase, then GST on the goods will not be charged. Account Customers will be required to provide the relevant export documentation, i.e. Bill of Lading and customs clearance documentation, within 28 days of purchase for this to be valid. If you do not provide the relevant documentation within this time frame, then GST on the purchase will be charged to your account.

11.Entire agreement

These terms and conditions, together with Bunnings policies available on its website (including its returns and refunds policy), apply to the exclusion of all other terms and conditions, including any terms and conditions contained in any purchase order or other document provided by you, the customer. In the event of any inconsistency between those documents, these terms and conditions will take precedence. Where Bunnings accepts your order, it does so on the basis of these terms and conditions and any clarifications, such as inclusions and exclusions, included in its quote, unless expressly provided otherwise in writing.

12.Errors or omissions

Bunnings takes all reasonable care in preparing quotations and orders but is unable to accept any responsibility for any errors or omissions, in its quotation or in the plans, drawings or specifications you provide to us for the purpose of quoting. It is your responsibility to carefully check and confirm all items, quantities and measurements before placing an order. Where Bunnings accepts any order placed, unless specifically agreed otherwise, it does so on the basis that you bear full responsibility for ensuring the accuracy of all items, quantities and measurements and that they comply with any plans, drawings or other specifications provided.

13.Pricing Increases

Where delivery or collection of goods in an accepted order by a commercial customer does not take place within 30 days of acceptance of that order (other than where otherwise agreed or directly attributable to our negligence, wrongful act or wilful misconduct), or where later delivery or collection dates beyond 30 days from the date of acceptance of an order are required by the customer, Bunnings reserves the right to reprice the goods prior to delivery and provide a replacement guotation to the customer which the customer may accept or reject.

These terms and conditions apply to the exclusion of all others.