



Harry Lo <harrykhlo@gmail.com>

Fwd: Quote No.27363 JSR CONSTRUCTION - 2 RAPERA STREET, ROLLESTON

1 message

Ricky Wong <jsrconstruction.nz@gmail.com>
To: Harry Lo <harrykhlo@gmail.com>

Fri, Aug 5, 2022 at 4:47 PM

Harry please print and signed above confirmation for window and compared to pervious quote extra \$110 increases.
Please scan and send back to me asap Thanks

----- Forwarded message -----

From: **Tom Ashwin** <tom.ashwin@hagley.co.nz>

Date: Fri, 5 Aug 2022, 13:41

Subject: Quote No.27363 JSR CONSTRUCTION - 2 RAPERA STREET, ROLLESTON

To: jsrconstruction.nz@gmail.com <jsrconstruction.nz@gmail.com>

Hi Ricky

Please find attached quote to supply Aluminium Joinery to 2 Rapera St. Rolleston following our Showroom meeting yesterday with Harry and his daughter.

Within this quotation we have:

1. Removed the ARGON GAS from the windows & doors.
2. Changed the Latitude LAT00 Entry Door Panel to have Dark Cedar Woodgrain to the outside and Mannex Coal Dust to the inside.
3. Changed the Entry Door Handle to a Windsor 7130 600mm Nitro Pull Handle in Black.
4. Changed the Entry Door Apex 4 Point Lockset and Barrel to be all in Black.

Can you please sign and return the quote acceptance as confirmation of order and to proceed?

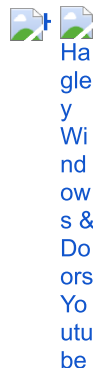
If you can return the quote acceptance over the weekend, we can secure a delivery date of 08th/09th September.

If you have any queries do not hesitate to contact me.

Kind Regards Tom

Tom Ashwin
Project Manager
Hagley Windows & Doors

03 33 88 235
0274 800 208
tom.ashwin@hagley.co.nz

www.hagley.co.nz

Waterloo Business Park
926 Halswell Junction Road
Christchurch 8042
New Zealand

The content of this email may contain information that is confidential to the named recipient and/or subject to legal privilege. If you are not the intended recipient, you must not use, distribute or copy this email. If you have received this email in error, please notify the sender immediately and delete the email. Any views expressed in this email do not necessarily reflect those of the Hagley & Thermaseal group of companies.

Sustainability | Please consider the environment before printing this email.

12 attachments

 **image046585.png**
1K

 **image211161.png**
1K

 **image929174.png**
1K

 **image663511.png**
1K


 **image596045.png**
1K

 **image501933.png**
1K

 **image471690.png**
25K

 **image702106.png**
1K

 **image596045.png**
1K

 **27363 JSR CONSTRUCTION - 2 RAPERA STREET, ROLLESTON.pdf**
79K

 **27363 JSR CONSTRUCTION - 2 RAPERA STREET, ROLLESTON. - CC.pdf**
122K

 **TERMS AND CONDITIONS.pdf**
91K

2 Doric Way, Waterloo Business Park, PO Box 16562, Christchurch 8441
P 03 338 8235 P 0800 HAGLEY E sales@hagley.co.nz W hagley.co.nz

Quote Number: **27363**
Original Quote Date: **9/02/2022**
Revised Quote Date: **5/08/2022 R5**
Quote Expiry Date: **5/09/2022**
Quote Prepared by: **Michael**

Quote for Aluminium Joinery

Client Name: **JSR CONSTRUCTION**
Site address: **2 RAPERA STREET, ROLLESTON**

Thank you for the opportunity to supply a competitive quote for your Aluminium Joinery requirements.
We have quoted based on the information that you supplied.

We have allowed for a total of **21** units.

In addition to our Standard Terms and Conditions (please see attached), this quote includes the following - please check these carefully. We have also included a schedule of windows/doors for you to check.

Suite:	Res Thermal Heart	Head Flashings:	No
Colour:	METROPOLIS COAL DUST (41)	Wind Zone:	High
Glass:	D/Glaze to All	WANZ Support Bar:	Yes
Obscure Glass:	Etchlite	Installation:	No
Liner/Reveals:	25mm FJ Pine Paint Grade	Delivery:	To Site
Hardware:	Urbo Helix Venting, Endv Handle	Entry Door & Hardware:	
Hardware Colour:	Matched	Latitude LAT00 2025mm x 910mm Panel with Windsor 7130(600mm) Pull Handle and Apex 4pt Lockset. Panel Colour: Dark Cedar Woodgrain to Outside, Mannex Coal Dust to Inside	

Nett quote:	\$36,635.87
GST:	\$5,495.38
Total Quote:	\$42,131.25

GLAZING UPGRADES INCLUDED ON ALL ORDERS:

- ~~1. Free upgrade to include Argon Gas in all glazed units included in your quote at no additional cost. No Argon Gas be Supplied.~~
- ~~2. Free upgrade to Warm Edge / Thermal spacer included in your quote at no additional cost.~~

NOTE

- ~~3. No allowance for craneage or scaffolding – available if required at extra cost.~~
- ~~4. Contract details including payment terms will be enforced per the Construction Contracts Act 2002.~~
- ~~5. Prices are based on rates and conditions at the date of quotation but are subject to any cost variations incurred from this date.~~
- ~~6. By accepting this quote, you are accepting our Terms and Conditions.~~

Terms of Payment are: 20th of the month following delivery (subject to account application) or 50% deposit upon acceptance of quote for non-trade account holders.

Bank account number: **06-0266-0162496-00**. Please use your quote as a reference number: **27363**

We trust that this quote meets with your requirements. If you have any questions regarding this quote, please do not hesitate to contact your Project Manager: **Tom Ashwin on 0274 800 208**

We look forward to your positive response.

Quotation accepted by

Full Name (print please):

Date:

Signature:

Position:

Quote No. -27363- Ver 29

CUSTOMER COPY

Job No.

Quote Date: 09/02/2022

ALL UNITS VIEWED FROM OUTSIDE

Quote Valid Until: 11/03/2022

Last Modify Date: 05/08/2022

HAGLEY BUILDING PRODUCTS LTD**Customer Details****Company Details**

JSR CONSTRUCTION

Company Address:

926 HALSWELL JUNCTION RD
WATERLOO BUSINESS PARK
ISLINGTON

Quote Title: JSR CONSTRUCTION - 2 RAPERA STREET,
ROLLESTON

Colour: METROPOLIS COAL DUST

Item Units: 21

Delivery Address

2 RAPERA STREET
ROLLESTON

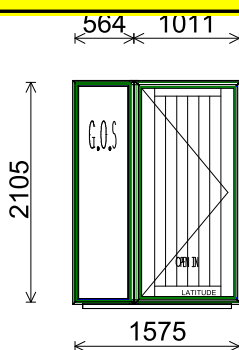
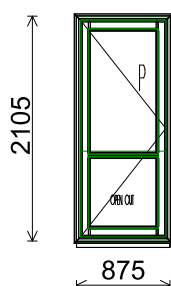
Phone: 03 33 88 006

Fax:

Sales Rep: Tom Ashwin

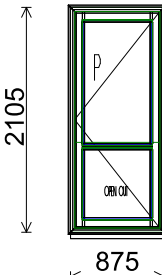
Email:

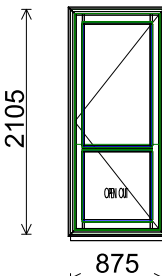
Quote Comments:

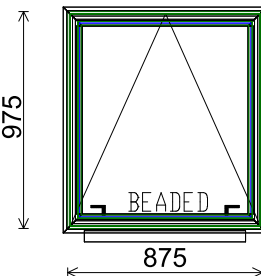
Item 1: ENTRY D1		Quantity	Level
	<p>Frame Type: TR DOOR COUPLED FRAME</p> <p>Trim Size: 2130 x 1600</p> <p>Finish: POPULAR COLOURS</p> <p>Reveal: FJ H3 PINE 25mm</p> <p>Hardware Finish: URBO-CM FINISH</p> <p>Wind Loading: HIGH</p> <p>WANZ WIS: 01472D (01472 40mm Support Bar)</p> <p>Weight: 39.296 kg</p> <p>Flashing: No Flashings</p>	1	
	<p>Glass: .DOES NOT CHANGE WITH GLASS STDS 4mm Clear Tgh-4mm Clr Tgh</p>	<p>Special Comments</p> <p>LATITUDE LAT00 2025MM X 910MM PANEL WITH WINDSOR 7130(600MM) BLACK PULL HANDLE AND APOEX 4PT LOCKSET. SITE GLAZE. DARKCEDARK WOODGRAIN OUTSIDE MANNEX COAL DUST INSIDE PANEL</p>	
Item 2: GARAGE D10		Quantity	Level
	<p>Frame Type: TR HINGED DOOR FRAME</p> <p>Trim Size: 2130 x 900</p> <p>Finish: POPULAR COLOURS</p> <p>Reveal: FJ H3 PINE 25mm</p> <p>Hardware Finish: URBO-CM FINISH</p> <p>Wind Loading: HIGH</p> <p>WANZ WIS: 01473D (01473 55mm Support Bar)</p> <p>Weight: 48.088 kg</p> <p>Flashing: No Flashings</p>	1	
	<p>Glass: 5mm Clr Flt-5mm Clr Flt</p> <p>Hardware: URBO LCL OPTIMUM 40BS 33/48 CT</p>	<p>Special Comments</p> <p>LATCHBACK X 1. PARLIAMENT HINGES</p>	

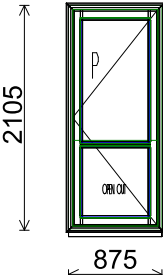
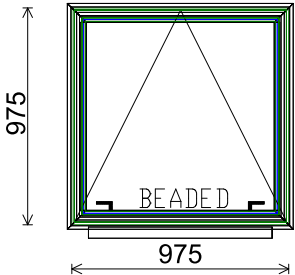
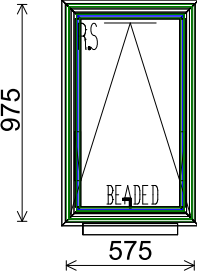
OI

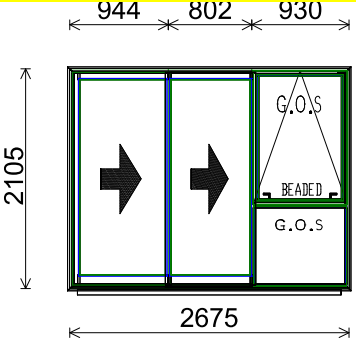
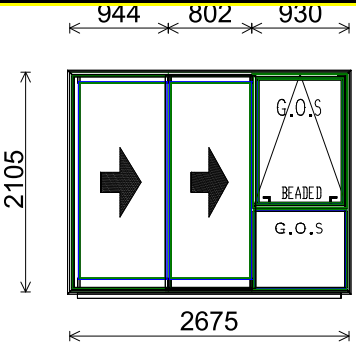
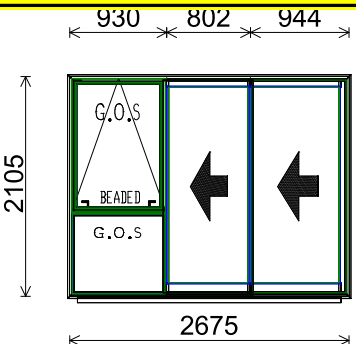
Open Out

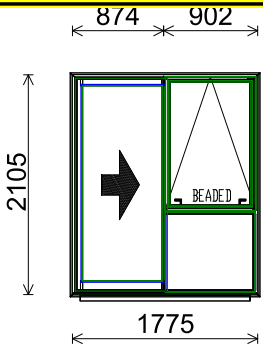
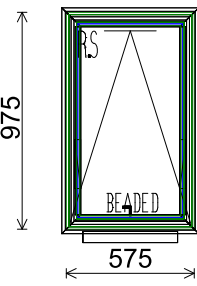
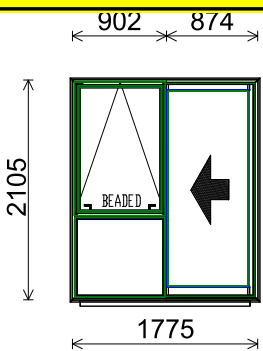
Item 3: LAUNDRY D9		Quantity	Level
 <p>Open Out</p>	Frame Type: TR HINGED DOOR FRAME Trim Size: 2130 x 900 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 48.088 kg Flashing: No Flashings Glass: 5mm Clr Flt-5mm Clr Flt Hardware: URBO LCL OPTIMUM 40BS 33/48 CT	1	
		Special Comments LATCHBACK X 1. PARLIAMENT HINGES	

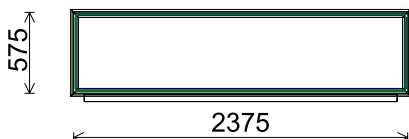
Item 4: KITCHEN D8		Quantity	Level
 <p>Open Out</p>	Frame Type: TR HINGED DOOR FRAME Trim Size: 2130 x 900 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 48.139 kg Flashing: No Flashings Glass: 5mm Clr Flt-5mm Clr Flt Hardware: URBO LCL OPTIMUM 40BS 33/48 CT	1	
		Special Comments LATCHBACK X 1.	

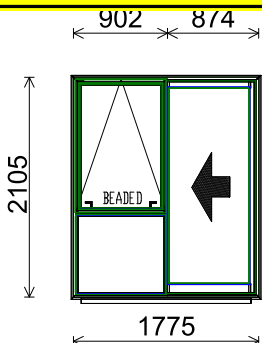
Item 5: LIVING W9		Quantity	Level
	Frame Type: TR AWNING WINDOW COND Trim Size: 1000 x 900 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 22.387 kg Flashing: No Flashings Glass: 4mm Clr Flt-4mm Clr Flt Hardware: URBO HELIX VENTING WINDOW FSTNR RH URBO HELIX VENTING WINDOW FSTNR LH	1	
		Special Comments	

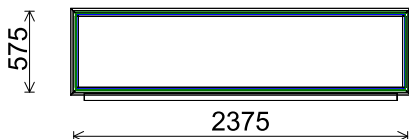
Item 6: LOUNGE D8		Quantity	Level
 <p>Open Out</p>	Frame Type: TR HINGED DOOR FRAME Trim Size: 2130 x 900 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 48.088 kg Flashing: No Flashings Glass: 5mm Clr Flt-5mm Clr Flt Hardware: URBO LCL OPTIMUM 40BS 33/48 CT	1	
		Special Comments LATCHBACK X 1. PARLIAMENT HINGES	
Item 7: LOUNGE W3		Quantity	Level
	Frame Type: TR AWNING WINDOW COND Trim Size: 1000 x 1000 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 24.656 kg Flashing: No Flashings Glass: 4mm Clr Flt-4mm Clr Flt Hardware: URBO HELIX VENTING WINDOW FSTNR RH URBO HELIX VENTING WINDOW FSTNR LH	1	
		Special Comments	
Item 8: SHOWER W6		Quantity	Level
	Frame Type: TR AWNING WINDOW COND Trim Size: 1000 x 600 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 15.578 kg Flashing: No Flashings Glass: 4mm Clr Etchlite-4mm Clr Flt Tgh Hardware: RESTRICTOR R130 STSTEEL URBO HELIX VENTING WINDOW FSTNR RH	1	
		Special Comments OBSCURE SAFETY GLASS. RESTRICTOR STAYS	

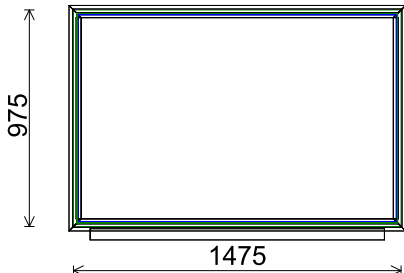
Item 9: LOUNGE D6	Quantity	Level
 <p>Frame Type: TH RESIDENTIAL SLIDING DOOR Trim Size: 2130 x 2700 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 171.06 kg Flashing: No Flashings Glass: 4mm Clear Tgh-4mm Clr Tgh 5mm Clr Flt-5mm Clr Flt Hardware: URBO ENDEAVOUR LK (STD STRIKE) URBO HELIX WINDOW FASTENER LP RH URBO HELIX WINDOW FASTENER LP LH</p>	<p>1</p> <p>Special Comments SITE GLAZE</p>	
Item 10: LIVING D6	Quantity	Level
 <p>Frame Type: TH RESIDENTIAL SLIDING DOOR Trim Size: 2130 x 2700 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01472D (01472 40mm Support Bar Weight: 170.86 kg Flashing: No Flashings Glass: 4mm Clear Tgh-4mm Clr Tgh 5mm Clr Flt-5mm Clr Flt Hardware: URBO ENDEAVOUR LK (STD STRIKE) URBO HELIX WINDOW FASTENER LP RH URBO HELIX WINDOW FASTENER LP LH</p>	<p>1</p> <p>Special Comments SITE GLAZE</p>	
Item 11: DINING D6	Quantity	Level
 <p>Frame Type: TH RESIDENTIAL SLIDING DOOR Trim Size: 2130 x 2700 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 171.06 kg Flashing: No Flashings Glass: 4mm Clear Tgh-4mm Clr Tgh 5mm Clr Flt-5mm Clr Flt Hardware: URBO ENDEAVOUR LK (STD STRIKE) URBO HELIX WINDOW FASTENER LP RH URBO HELIX WINDOW FASTENER LP LH</p>	<p>1</p> <p>Special Comments SITE GLAZE</p>	

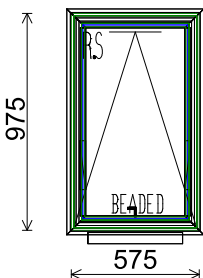
Item 12: BEDROOM 3 D5		Quantity	Level
	Frame Type: TH RESIDENTIAL SLIDING DOOR Trim Size: 2130 x 1800 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 110.68 kg Flashing: No Flashings Glass: 4mm Clear Tgh-4mm Clr Tgh 5mm Clr Flt-5mm Clr Flt Hardware: URBO ENDEAVOUR LK (STD STRIKE) URBO HELIX WINDOW FASTENER LP RH URBO HELIX WINDOW FASTENER LP LH	1	
		Special Comments	
Item 13: ENSUITE W6		Quantity	Level
	Frame Type: TR AWNING WINDOW COND Trim Size: 1000 x 600 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01472D (01472 40mm Support Bar Weight: 15.545 kg Flashing: No Flashings Glass: 4mm Clr Etchlite-4mm Clr Flt Tgh Hardware: RESTRICTOR R130 STSTEEL URBO HELIX VENTING WINDOW FSTNR RH	1	
		Special Comments OBSCURE SAFETY GLASS. RESTRICTOR STAYS	
Item 14: BEDROOM 2 D4		Quantity	Level
	Frame Type: TH RESIDENTIAL SLIDING DOOR Trim Size: 2130 x 1800 Finish: POPULAR COLOURS Reveal: FJ H3 PINE 25mm Hardware Finish: URBO-CM FINISH Wind Loading: HIGH WANZ WIS: 01473D (01473 55mm Support Bar Weight: 110.68 kg Flashing: No Flashings Glass: 4mm Clear Tgh-4mm Clr Tgh 5mm Clr Flt-5mm Clr Flt Hardware: URBO ENDEAVOUR LK (STD STRIKE) URBO HELIX WINDOW FASTENER LP RH URBO HELIX WINDOW FASTENER LP LH	1	
		Special Comments	

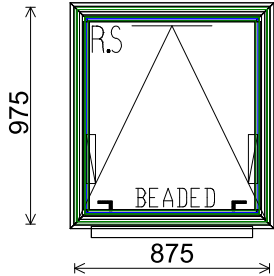
Item 15: BEDROOM 2 W5		Quantity	Level
	Frame Type: TR AWNING WINDOW COND	1	
	Trim Size: 600 x 2400	Special Comments	
Finish: POPULAR COLOURS			
Reveal: FJ H3 PINE 25mm			
Hardware Finish: URBO-CM FINISH			
Wind Loading: HIGH			
WANZ WIS: 01473D (01473 55mm Support Bar			
Weight: 39.872 kg			
Flashing: No Flashings			
Glass:			
	5mm Clr Flt-5mm Clr Flt		

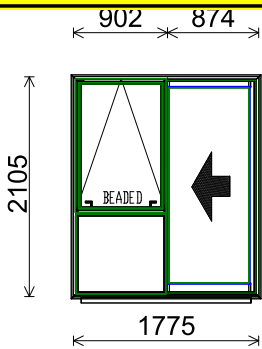
Item 16: MASTER BEDROOM D3		Quantity	Level
	Frame Type: TH RESIDENTIAL SLIDING DOOR	1	
	Trim Size: 2130 x 1800	Special Comments	
Finish: POPULAR COLOURS			
Reveal: FJ H3 PINE 25mm			
Hardware Finish: URBO-CM FINISH			
Wind Loading: HIGH			
WANZ WIS: 01473D (01473 55mm Support Bar			
Weight: 110.68 kg			
Flashing: No Flashings			
Glass:			
	4mm Clear Tgh-4mm Clr Tgh 5mm Clr Flt-5mm Clr Flt		
Hardware:			
	URBO ENDEAVOUR LK (STD STRIKE) URBO HELIX WINDOW FASTENER LP RH URBO HELIX WINDOW FASTENER LP LH		

Item 17: MASTER BEDROOM W4		Quantity	Level
	Frame Type: TR AWNING WINDOW COND	1	
	Trim Size: 600 x 2400	Special Comments	
Finish: POPULAR COLOURS			
Reveal: FJ H3 PINE 25mm			
Hardware Finish: URBO-CM FINISH			
Wind Loading: HIGH			
WANZ WIS: 01473D (01473 55mm Support Bar			
Weight: 39.872 kg			
Flashing: No Flashings			
Glass:			
	5mm Clr Flt-5mm Clr Flt		

Item 18: MASTER BEDROOM W3		Quantity	Level
	Frame Type: TR AWNING WINDOW COND	1	
	Trim Size: 1000 x 1500	Special Comments	
Finish: POPULAR COLOURS			
Reveal: FJ H3 PINE 25mm			
Hardware Finish: URBO-CM FINISH			
Wind Loading: HIGH			
WANZ WIS: 01473D (01473 55mm Support Bar			
Weight: 33.726 kg			
Flashing: No Flashings			
Glass:			
	4mm Clr Flt-4mm Clr Flt		

Item 19: ENSUITE W2		Quantity	Level
	Frame Type: TR AWNING WINDOW COND	1	
	Trim Size: 1000 x 600	Special Comments OBSCURE SAFETY GLASS. RESTRICTOR STAYS	
Finish: POPULAR COLOURS			
Reveal: FJ H3 PINE 25mm			
Hardware Finish: URBO-CM FINISH			
Wind Loading: HIGH			
WANZ WIS: 01472D (01472 40mm Support Bar			
Weight: 15.545 kg			
Flashing: No Flashings			
Glass:			
	4mm Clr Etchlite-4mm Clr Flt Tgh		
Hardware:			
	RESTRICTOR R130 STSTEEL URBO HELIX VENTING WINDOW FSTNR RH		

Item 20: BATHROOM W1		Quantity	Level
	Frame Type: TR AWNING WINDOW COND	1	
	Trim Size: 1000 x 900	Special Comments OBSCURE SAFETY GLASS. RESTRICTOR STAYS	
Finish: POPULAR COLOURS			
Reveal: FJ H3 PINE 25mm			
Hardware Finish: URBO-CM FINISH			
Wind Loading: HIGH			
WANZ WIS: 01473D (01473 55mm Support Bar			
Weight: 22.387 kg			
Flashing: No Flashings			
Glass:			
	4mm Clr Etchlite-4mm Clr Flt Tgh		
Hardware:			
	RESTRICTOR R130 STSTEEL URBO HELIX VENTING WINDOW FSTNR RH URBO HELIX VENTING WINDOW FSTNR LH		

Item 21: BEDROOM 4 D4		Quantity	Level
	Frame Type: TH RESIDENTIAL SLIDING DOOR	1	
	Trim Size: 2130 x 1800		
	Finish: POPULAR COLOURS	Special Comments	
	Reveal: FJ H3 PINE 25mm		
Hardware Finish: URBO-CM FINISH			
Wind Loading: HIGH			
WANZ WIS: 01473D (01473 55mm Support Bar			
Weight: 110.68 kg			
Flashing: No Flashings			
Glass:			
	4mm Clear Tgh-4mm Clr Tgh 5mm Clr Flt-5mm Clr Flt		
Hardware:			
	URBO ENDEAVOUR LK (STD STRIKE)		
	URBO HELIX WINDOW FASTENER LP		
	RH		
	URBO HELIX WINDOW FASTENER LP		
	LH		
22 DELIVERY		1	

Hagley Building Products Ltd (H.B.P.L.)

“Terms and Conditions of Sale”

- 1. Quotation:**

Only the products itemised in this quotation are included in this contract. If there were other items discussed or on plans/schedules or specifications that are not specified in this quotation they shall be deemed to not be included. Please contact our representative for clarification and/or variation. Any variation shall be in writing.
- 1.1** This quotation may be withdrawn at any time by H.B.P.L., if not withdrawn the quotation shall remain valid for 30 days after which time it may lapse.
- 1.2** Where the products or services are supplied as part of “construction work” by H.B.P.L. under the Construction Contracts Act 2002 (“Act”), then these Terms and Conditions of Sale and any accepted quotation are together a construction contract under the Act. If you are a residential occupier as defined in the Act, then the Notice about the process and explanation of consequences will be attached (if not attached – see the notice on our website).
- 2. Price:**

Prices are based on rates and conditions at the date of quotation but are subject to any cost variations incurred from this date.
- 3. Ownership:**

All product supplied by H.B.P.L. shall remain the sole and absolute property of H.B.P.L. as legal and equitable owner until such time as the buyer has paid H.B.P.L. the agreed price.
- 3.1** The buyer shall be at liberty to sell on such goods supplied by H.B.P.L. on the express condition that such an agreement to sell shall take place as agents and bailees for H.B.P.L., whether the buyer sells on his/her/its own account or not. The proceeds of such sale are to be held in trust for H.B.P.L. and are not to be mingled or intermingled with any other monies and shall at all times be identified as H.B.P.L.’s monies.
- 3.2** If the Buyer fails to make payment in full on the due date then, without prejudice to its other rights and remedies, H.B.P.L. shall be entitled, without the necessity for giving notice, to retake possession of all product for which payment in full has not been received. The buyer hereby authorises H.B.P.L., by its agents, unimpeded access to enter upon premises of the buyer or any other premises where the product supplied by H.B.P.L. may be located for the foregoing purpose. The buyer hereby agrees to indemnify H.B.P.L. for all costs of claims incurred or suffered as a consequence of so doing.
- 4. Insurance Risk:**

The risk of all product shall pass to the buyer at the time of delivery and it is the buyer’s responsibility to have insurance.
- 5. Security Interest:**
- 5.1** The Buyer grants to H.B.P.L. a general Security Interest in all present and after acquired assets to secure payment of the purchase price and in all proceeds the Buyer receives from selling Goods as defined in the Personal Property Securities Act 1999 (“PPSA”) supplied by H.B.P.L.
- 5.2** For the purposes of section 148 of the PPSA, the Buyer agrees that H.B.P.L. does not have to provide a Verification Statement to the Buyer when H.B.P.L. registers a Financing Statement in respect of any Security Interest created by this agreement.
- 5.3** For the avoidance of doubt, words or phrases used in Clause 5 herein have the same meaning as that which is given to them in Section 16 of the PPSA.
- 5.4** The Buyer agrees that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 5.5** The Buyer agrees that its rights as debtor in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA shall not apply to these terms and conditions.
- 5.6** The Buyer shall reimburse H.B.P.L. for all costs, expenses and other charges incurred, expended or payable by H.B.P.L. in relation to the filing of a financing statement or financing charge statement in connection with this Agreement.
- 5.7** The Buyer shall supply the Company within two business days of written request copies of all documents granting security interests registered over the Buyer’s personal property. The Buyer authorises the Company as an agent to request any information from any secured party relating to any security interest which is held in any personal property which is or has been in the Buyer’s possession or control.
- 5.8** The Buyer will immediately notify the Company in writing of any change in the Buyer’s name or other material identifying characteristics of either the Buyer or the Goods purchased.
- 5.9** The Buyer acknowledges that this Agreement constitutes a “security agreement” for the purposes of the PPSA.
- 5.10** The Buyer agrees that if at any relevant time, the secured party does not have priority over all other secured parties in relation to any collateral, then the Buyer and H.B.P.L. will, for the purposes of section 109(1) of the PPSA, be deemed, in accordance with the entitlement to do so under section 107(1) of the PPSA, to have contracted out of that section but specifically on the basis that, as between them and for the purposes of this security agreement and the operation and application of the PPSA, that section 109(1) (but amended only by the deletion of the words “with priority over all other secured parties”) is reinstated and contracted back into.
- 5.11** Each security interest created under these Terms is a continuing security, notwithstanding any intermediate payments or settlements of accounts or anything else and is in addition to, and is not to be merged with any other security or guarantee expressed or intended to be security for any Secured Indebtedness or any obligations owing by the Customer to HBPL or any Related Company.
- 6. Delivery:**

Made to the place indicated on this quotation or at H.B.P.L. premises. If the buyer fails to accept delivery then delivery shall be deemed to have taken place when H.B.P.L. was willing to effect delivery.
- 7. Installation:**

Where this quotation specifically includes installation the buyer shall provide at no cost to H.B.P.L.:

 - a) Suitable all weather access to site.
 - b) All necessary amenities for H.B.P.L.’s employees and subcontractors including 230 volt A.C. electricity.
 - c) Safe on site storage for goods.
 - d) Scaffolding as required by H.B.P.L.
 - e) All necessary craneage and hoisting facilities.
 - f) A site complying with the “Health and Safety Act”.
- 8. Supply Only Contracts:**

The buyer shall ensure that all products are installed in accordance with “accepted trade practice”. If in doubt the buyer shall confirm proposed installation details with H.B.P.L. for approval. The installation of product is critical to H.B.P.L. providing the warranty in clause 9 of this contract. Failure to install the product correctly may cause the warranty to become void. Any repairs or maintenance to the product carried out by H.B.P.L. due to faulty installation shall be charged for.
- 9. Warranty:**

H.B.P.L. warrants all product for which it manufactures against faulty workmanship and/or materials for a period of two years after manufacture unless otherwise stated in writing.
- 9.1** Components or materials not manufactured by H.B.P.L. shall be covered by the Manufacturers warranty of those products only (if a warranty exists).
- 9.2** Any warranty claim shall be in writing to H.B.P.L. within 14 days of any defect becoming apparent.
- 9.3** This warranty shall become invalid where repairs are carried out by any person not authorised by H.B.P.L.
- 9.4** The warranty does not apply where H.B.P.L.’s opinion is that the product has been subject to excessive wear and tear, improper or abnormal use or unsuitable protection.
- 9.5** The warranty may be withdrawn at the discretion of H.B.P.L. for the following reasons:
 - a) Reasonable access is not granted to inspect or carry out repairs.
 - b) Full payment for product has not been received by H.B.P.L.
- 9.6** H.B.P.L. warranty does not extend to any consequential loss or damage in any way or form.
- 10. Goods and Services Tax:**

Unless otherwise indicated, all prices quoted or submitted are exclusive of G.S.T. and H.B.P.L. shall add G.S.T. at the ruling rate to each invoice.
- 11. Liability:**

H.B.P.L. will at all times endeavour to meet delivery dates requested but will not accept any liability for claims in respect of delays in delivery.
- 12. Payment:**

Unless otherwise stated payment to be made in New Zealand dollars.
- 12.1** NON TRADE ACCOUNT HOLDERS - 50% deposit on acceptance of quotation. A further 30% progress claim will be invoiced before the job is despatched/ installed. Balance to be paid within 10 days (progress claim or contract completion).
- 12.2** TRADE ACCOUNT HOLDERS - payments to be made by 20th day of the month following invoice date.
- 12.3** By other arrangements as detailed and agreed and written into this contract.
- 12.4** The buyer agrees to pay compound interest at the rate of 2% for each month or part thereof for amounts overdue.
- 12.5** H.B.P.L. may take steps as it considers necessary to recover outstanding amounts. All costs involved in such recovery including but not limited to debt collection agency fees, court fees and legal costs shall be payable by the buyer.
- 12.6** Where the products or services are supplied as part of “construction work” by H.B.P.L. under the Construction Contracts Act 2002 (“Act”), then:
 - a) any tax invoice is a Payment Claim under the Act.
 - b) the above payment provisions comprise progress payment provisions in a construction contract for the purposes of the Act.
- 13. Retentions:**

Shall not be held on this contract.
- 14. Privacy Act:**

The Buyer by requesting a quotation, placing an order or by applying for credit authorises H.B.P.L. to collect all such information as it may require from third parties and authorises third parties to release such information to H.B.P.L. The Buyer also authorises H.B.P.L. to release to third parties details of, or information gained in the course of, the relevant dealings.
- 15. Definitions:**

H.B.P.L. refers to Hagley Building Products Ltd