



## Consumer and Trade Cash Account Order Terms and Conditions

To ensure you have a great experience when dealing with us, we ask that you take time to read the following.

The New Zealand Consumer Law provides certain Consumer Guarantees that apply to Consumers when products are purchased. Reece stands-by these guarantees and will not seek to exclude, restrict, or modify them. All quotes issued and orders accepted by Reece will be under the terms below, unless they say otherwise, or we have agreed or advised otherwise.

### 1. Quotes and Orders

- (a) Quotations are valid for a period of 30 days for the full quantity ordered.
- (b) If you wish to change your order, including the quantity or product specifications before delivery, then we will issue a new quote.
- (c) Once you place an order and we have accepted it, subject to availability of the Goods, we will be bound to supply you the Goods, and you will then be bound to pay for them.
- (d) Prices quoted are subject to manufacturer availability and change, if the manufacturers price increases or decreases we will provide you with a re-quote.
- (e) Online orders will be regarded as accepted once payment has been processed and you have received an email order confirmation from us.
- (f) Where you have a trade credit or trade cash account with Reece, and you are not purchasing Goods as a Consumer then, to the extent permitted by law, our trade account terms and conditions will apply to your order. A copy of those terms can be found at the website <https://www.reece.co.nz/terms-and-conditions/>.

### 2. Payment

- (a) If you **do not have** a trade credit or trade cash account with Reece, a 50% deposit is required at the time of order.
- (b) If you **have** a trade cash account with Reece, a 20% deposit is required at the time of order.
- (c) In all cases , full payment is required at the time of order for custom made or custom cut items, Specially Acquired Products and orders under \$100.
- (d) Where the Goods ordered are not customized and/or the order is over \$100, the balance of the order amount, after the deposit, is required prior to delivery.
- (e) Payment methods available include:
  - (i) Cash
  - (ii) EFTPOS
  - (iii) Mastercard, Visa or Amex.
- (f) Direct deposit is also available for payments over \$5,000 as follows:  
Account Name: Reece Group  
BSB: 020 100  
Account: 081066800  
Reference:
- (g) All online purchases require 100% upfront payment at the time of checkout.



### **3. Changes to an Order**

- (a) Once an order for an item has been placed, if changes are made to that order Reece reserve the right to apply a manufacturer's handling charge of a minimum 20% of the order total. If the order is for a customized product or includes a customized product, then changes to that product/s cannot be made and payment in full is still required.
- (b) You must ensure when placing an order that is for, or that includes a customized product, that you have checked with a suitably qualified tradesperson that it is fit for the purpose you require, and all measurements are correct.
- (c) Reece are not tradespersons, and we cannot and do not offer advice as to the suitability or measurements of a product. We will not be liable for any errors in choice of product, measurements and the like.

### **4. Delivery and Collection**

- (a) Reece will advise you when your Goods are available for collection or to arrange delivery if delivery was not arranged at the time of order. Goods must be collected or delivered within 30 days of becoming available, unless arranged prior with management.
- (d) Where we have notified you that your Goods are available for delivery or collection, and they are not collected or delivered within 30 days of the nominated delivery/pick up date, or date of availability, whichever is later, the remaining amounts owing for the Goods must be paid in full and Reece reserve the right to charge you storage costs.
- (e) Where we are delivering your Goods, we reserve the right to charge a delivery fee based on the product and location for delivery. If multiple deliveries are required or delivery to a level that is not the ground level, we reserve the right to charge a fee for each delivery or delivery requirement.
- (f) Reece's delivery fee is based on ground floor level and one person delivery only. If the delivery requires more than one person or there are other requirements then we reserve the right to charge additional fees. Please speak to your Reece representative about your delivery requirements.
- (g) Where you require Reece to deliver the Goods, the following apply:
  - (i) A minimum of 24 hours' notice is required, and Reece will give you an estimated delivery date/time in good faith. Subject to any rights you have under New Zealand Consumer Law, we are unable to accept liability for any delay which is beyond our reasonable control.
  - (ii) We request you ensure there is a person present at the delivery who is authorised by you to accept delivery. If not, unless you have explicitly advised us not to leave the Goods, at our discretion we may leave the Goods at your premises if we consider it is safe and appropriate to do so.
  - (iii) The site where the goods are to be delivered is to have all-weather access and safe entry to ensure your goods are able to be delivered safely.
  - (iv) You agree to sign our delivery docket or consignment note or that of our nominated carrier as confirmation that you have received the Goods, and if appropriate, certify that you have received the Goods in apparent good order and condition in the



quantity or volume you have ordered

- (h) Where Goods are left unattended, on a property or building site they may not be eligible for a return, repair, replacement, or refund as it cannot be determined how or when any damage may have occurred.
- (i) If the delivery driver arrives at the agreed time but we are unable to deliver the Goods or at our discretion, consider that it is unsafe or inappropriate to do so, we reserve the right to charge you for re-delivery later.
- (j) Once delivered, the Goods are at your risk and Reece will not be liable for damage caused after we have delivered the Goods.
- (k) We require you to inspect the Goods upon taking delivery or at the maximum within 48 hours of delivery or collection, and immediately report any shortage, discrepancy, defect, wrong specification or similar problem to us as soon as you become aware of it. This inspection must be prior to installation otherwise we may not be liable for the issue. We reserve the right to reject a return if we are notified outside of the 48 hour's of delivery or collection and if the Goods have already been installed
- (l) To the extent permissible at law, Reece will not be liable for damage to any property that occurs during delivery, except to the extent that any loss or damage is directly caused by Reece's negligence, wrongful act or willful misconduct.
- (m) Where you have elected to collect the goods, at our discretion, we may refuse to load your vehicle where the vehicle is unsafe to load, the vehicle is not suitable for road transportation, and/or the load can't be properly positioned and secured.

## **5. Abandoned Goods**

- (a) Where we have invoiced you for an uncollected or undelivered order you may still arrange collection or delivery for 30 days from the date of the invoice. If you fail to collect or arrange delivery of the Goods within that extra 30 days, to the extent permitted by law, Reece will treat the Goods as abandoned and may take whatever action it deems necessary in regard to the Goods without bearing any liability to you whatsoever.
- (b) Once we have cancelled the order it will be deemed completed and the Goods may be returned to stock.

## **6. Pricing Increases**

- (a) Deliveries or collection of Goods beyond 30 days of Reece notifying you that your Goods are available may be subject to price increases. In this case Reece will provide a replacement quotation to you.

## **7. Warranties and Damage**

- (a) Manufacturers warranties may apply to the Goods purchased and in addition, if you are a Consumer, Reece provides additional warranties in accordance with New Zealand



#### Consumer Law.

- (b) If you are purchasing as a Consumer you are entitled to a replacement or refund where the goods have failed to comply with the Consumer Guarantee's of acceptable quality ( in good working order and free from defects); fit for the purpose you told us of, and match the product description or sample. For a minor problem with the product we may choose to repair, replace with an identical product or give you a refund. For a major failure you may choose whether we provide a new product of similar type and value, a refund, or you keep the product but receive compensation for the difference in value between the fault product and one in good condition.
  - a. A failure/issue will be considered major where the good/s are:
    - (i) unsafe;
    - (ii) very different from the description or sample;
    - (iii) a reasonable consumer would not have bought the product if they had known about the fault;
    - (iv) can't be used for their normal purpose, or another purpose that you informed Reece of when it was purchased, and it can't easily be fixed within a reasonable time.
- (c) To the extent permissible by law all other warranties and representations are excluded.
- (d) Reece require any known damage to be reported, prior to installation as Reece will not take responsibility for uninstalling or reinstalling Goods that were installed in a noticeably defective/damaged condition.
- (e) Reece 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 the Goods, failing to appropriately maintain the Goods, failing to appropriately store them or using them for an unintended purpose.
- (f) Subject to New Zealand Consumer Law, where applicable, where Goods supplied are not of a kind ordinarily acquired for personal, domestic or household use, we exclude all liability for indirect or consequential loss (indirect, special, consequential or exemplary damages or losses, including loss of opportunity, revenue, profit, contract, goodwill and loss arising from business interruption, e.g., contractor time on site).

## **8. Cancellation & Returns**

- (a) To ensure you purchase the correct Goods, and avoid returns, we ask that you check specifications of Goods with your tradesperson prior to placing your order, including any measurements for cut-out Goods.
- (b) Where you change your mind about a purchase, Reece are not obligated to accept returns or provide refunds and these returns will not be accepted without Reece's express approval.
- (c) Any remedy for a change of mind purchase is at Reece's absolute discretion and will not be offered for customized, custom-made or custom-cuts Goods.
- (d) Any returns must be made outside of 30 days; not in their original, unused, undamaged and resaleable condition, including the packaging; or where the damage was reported

outside of the 48 hours from collection or delivery, or post installation may be rejected at our discretion.

- (e) For change of mind returns that we have agreed to accept we reserve the right to charge a minimum 20% re-stocking fee. Subject to New Zealand Consumer Law, where applicable, customers may be required to pay for amounts Reece incur as a result of the cancellation or return (for example, handling/transport costs or any re-stocking fee charged by our supplier).
- (f) Reece reserves the right to cancel any order (in full or part) where:
  - (i) after order confirmation, Reece becomes aware of shortages, delays, out of stocks for an unreasonable period of time or out of stock, and when there is a price increase when the product is back in stock;
  - (ii) there has been a genuine pricing or product description error by Reece or its supplier;
  - (iii) you are in breach of your payment obligations to Reece;
  - (iv) Reece reasonably suspects that you are purchasing Goods for the purposes of resale or resupply; or
  - (v) you fail to collect or call up delivery of your order as agreed or fail to make alternative arrangements acceptable to Reece.

## 9. Refunds

- (a) For a refund, or exchange, a receipt of purchase or tax invoice will be required. Refunds will only be processed back to the original form of payment.
- (b) Where we have sold Goods to you and notified you of any defects or faults with the product prior to purchase these Goods are non-returnable and non-refundable.
- (c) Goods that are sold on sale, marked 'Clearance' or 'Ex-Display' are non-refundable, unless there is a major fault with the product that we have not notified you of.
- (d) Delivery fees paid are non-refundable, to the extent permitted by law.

## 10. Privacy

- (a) Reece collects your personal information to allow us to supply you with Goods or services. We will not use or disclose your personal information for any other purpose.
- (b) 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.officer@reece.com.au](mailto:privacy.officer@reece.com.au) and a copy of our Privacy Policy is available on our website.



## 11. Third Party Installation

- (a) If you arrange for a third party to install Goods supplied by us, you must contract separately with that third party. Reece will not be liable for any installation services provided by a third party.

## 12. Errors or omissions

- (a) Reece takes all reasonable care in preparing quotations and orders, but we are not able to accept any responsibility for any errors or omissions, where they are based on plans, drawings or specifications you provide to us for the purpose of quoting.
- (c) It is your responsibility to carefully check and confirm all items, quantities and measurements before placing an order.
- (d) Reece accepts orders placed on the basis that you bear full responsibility for ensuring the accuracy of all items, quantities and measurements; that they comply with any plans, drawings or other specifications provided and have been checked by a suitably qualified tradesperson.

## 13. Definitions

**New Zealand Consumer Law** is contained in the *Consumer Guarantees Act*.

**Consumer** means any person who acquires Goods or services for your personal, domestic or household use, in your home or other premises. A person is not a Consumer where the Goods are acquired for resupply or to be used in a production or manufacturing process.

**Good/s** means products purchased from one of the Reece Group branches.

**Reece** means Reece New Zealand Limited (NZBN 94 29035306306) and any other subsidiary of Reece Limited (ACN 004 313 133).