

TRADE CONTRACT / TERMS & CONDITIONS OF TRADE

This Trade Contract (“Agreement”) sets out the terms and conditions under which **Aimers Group Limited** (“Company”, “we”, “us”, “our”) supplies goods and/or services to its customers (“Customer”, “you”, “your”).

1. Company Details

Company Name: Aimers Group Limited

Trading As: Aimers Hardware

Business Activity: Supply of kitchen hardware including (but not limited to) cabinet handles, drawer systems, hinges, profiles, accessories, and related fittings (“Goods”).

Registered Address: 7/49 Gray Avenue, Mangere East ,Auckland, New Zealand 2024.

Email: accounts@aimershardware.co.nz

Phone: 0212650198

2. Acceptance of Terms

2.1 These terms apply to all quotations, sales, supplies of goods, and services provided by the Company.

2.2 Acceptance of a quotation, placing an order, or receiving goods/services constitutes acceptance of this Agreement.

2.3 Any terms proposed by the Customer that are inconsistent with this Agreement are excluded unless expressly agreed in writing by the Company.

3. Quotations & Orders

3.1 All quotations for kitchen hardware products are valid for **30 days** unless stated otherwise.

3.2 Orders are binding once accepted by the Company in writing or upon confirmation of payment.

3.3 Custom-made, cut-to-size, special finish, or indent kitchen hardware orders cannot be cancelled once confirmed.

3.4 The Company reserves the right to refuse or cancel any order at its discretion.

4. Pricing

- 4.1 Prices are exclusive of GST, duties, freight, and any other applicable taxes unless stated otherwise.
 - 4.2 Prices may change without notice for future orders.
 - 4.3 Any additional work or variation requested by the Customer will be charged separately.
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5. Payment Terms

- 5.1 Standard payment terms are **30 days** from the invoice date unless otherwise agreed in writing.
 - 5.2 The Company may require full or partial payment in advance, particularly for custom-made or special-order kitchen hardware.
 - 5.3 Late payments may incur interest at **13.99% per month**, calculated daily from the due date until paid.
 - 5.4 The Customer is responsible for all costs incurred in recovering overdue amounts, including legal fees, debt collection costs, and disbursements.
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6. Delivery & Risk

- 6.1 Delivery dates for kitchen hardware products are estimates only and are subject to stock availability, supplier lead times, and freight conditions.
 - 6.2 Risk in the goods passes to the Customer upon delivery to the nominated address or collection point.
 - 6.3 The Company is not liable for delays caused by events beyond its control, including supplier delays or freight disruptions.
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7. Ownership (Retention of Title)

- 7.1 Ownership of goods remains with the Company until full payment is received.
 - 7.2 Until ownership passes, the Customer must store goods separately and clearly identify them as the Company's property.
 - 7.3 The Company may enter the Customer's premises to recover unpaid goods.
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8. Inspection & Claims

- 8.1 The Customer must inspect all kitchen hardware goods immediately upon delivery or collection.
 - 8.2 Any claims for shortages, incorrect items, defects, or damage must be notified in writing within **48 hours** of delivery.
 - 8.3 Installed or used goods are deemed accepted and are not eligible for claims.
 - 8.4 Failure to notify within the specified timeframe constitutes acceptance of the goods.
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9. Returns & Refunds

- 9.1 Returns are accepted only with prior written approval from the Company.
 - 9.2 Custom-made, special-order, cut-to-size, or special-finish kitchen hardware items are non-refundable unless required by law.
 - 9.3 Approved returns must be in original packaging and unused condition.
 - 9.4 A restocking fee may apply to approved returns.
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10. Warranties & Liability

- 10.1 Kitchen hardware goods are supplied subject to any applicable manufacturer's warranty.
 - 10.2 The Company is not responsible for normal wear and tear, incorrect installation, misuse, or use outside recommended applications.
 - 10.3 To the maximum extent permitted by law, all other warranties are excluded.
 - 10.4 The Company's liability is limited to repair, replacement, or refund of the goods supplied.
 - 10.5 The Company is not liable for indirect, consequential, or installation-related losses.
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11. Consumer Guarantees Act

- 11.1 If the Customer acquires goods or services for business purposes, the Customer agrees that the **Consumer Guarantees Act 1993** does not apply, to the extent permitted by law.
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12. Confidentiality

12.1 Both parties agree to keep confidential any commercial or sensitive information received in connection with this Agreement.

13. Credit Account Terms

13.1 Credit accounts are granted at the sole discretion of the Company and may be withdrawn at any time.

13.2 The Customer agrees to provide accurate and complete information when applying for a credit account.

13.3 The Company may set or amend credit limits without prior notice.

13.4 If any amount is overdue, the Company may suspend supply, cancel orders, or require payment in advance.

13.5 The Customer authorises the Company to obtain credit checks and disclose information to credit reporting agencies as permitted by law.

14. Termination

13.1 The Company may terminate this Agreement immediately if the Customer breaches any term or becomes insolvent.

13.2 Termination does not affect rights accrued prior to termination.

15. Governing Law

14.1 This Agreement is governed by the laws of **New Zealand**.

14.2 The parties submit to the exclusive jurisdiction of New Zealand courts.

16. General

15.1 The Company may update these terms at any time by providing written notice or publishing updated terms.

15.2 If any provision is unenforceable, the remaining provisions remain valid.

15.3 This Agreement constitutes the entire agreement between the parties.

17. Acceptance

By placing an order, operating a credit account, or signing below, the Customer agrees to these Terms & Conditions of Trade.

Customer Name: _____

Signature: _____

Date: _____

For Aimers Group Limited

Authorized Signatory: _____

Date: _____

APPENDIX A – CREDIT ACCOUNT APPLICATION (TRADE)

Business Name: _____

Trading Name: _____

NZBN / Company Number: _____

Registered Address: _____

Trading Address: _____

Contact Person: _____

Phone: _____

Email: _____

Requested Credit Limit: \$ _____

Standard Payment Terms: ____ days from invoice date

The Customer applies for a credit account with Aimers Group Limited and agrees to be bound by the Terms & Conditions of Trade.

Authorized Signatory: _____

Position: _____

Date: _____

APPENDIX B – PERSONAL GUARANTEE (FOR COMPANIES/TRUSTS)

In consideration of Aimers Group Limited granting credit to the Customer, the undersigned personally and unconditionally guarantees payment of all monies owing now or in the future by the Customer.

The Guarantor agrees this guarantee is a continuing guarantee and remains in force until all amounts owing are paid in full.

Guarantor Full Name: _____

Address: _____

Signature: _____

Date: _____