## **Insulation Quote**

**Jarrod Studer** 

1056 Gordonton Road Gordonton, 3791

Date: 23/08/2017

Dear Jarrod Studer

I am pleased to submit this Quotation for the supply and install of insulation into the following Project.

Site Address:							
1056 Gorsonton Road Gordonton					_		
			Quotation/Reference No.				CF0930
Key Contacts Email			Mobile Phone			Landline Phone	
Jarrod Studer	į	studer@gmail.con	<u>1</u>		027 520 9780		
Area	Product description	uct description		Total Insulation + material cost		\$	1,742.10
Underfloor	R1.5 Greenstuf Underfloor 100mm	R1.5 Greenstuf Underfloor 100mm thick @ 500mm		+/- other		\$	-
Travel	Travel	1	subtotal		\$	1,742.10	
			GST \$ 261.3			261.32	
				TOTAL i	ncluding GST	\$	2,003.42
				Please	note:		
				This quotation is valid for a period of 30 days.  Payment terms are no later than 20th month following in if credit terms are agreed by Premier Insulation. Otherwipayment must be within Seven (7) days of completion.  Pricing is based on no retentions being withheld.			
							-
					eposit details: <b>12-3109-0150</b>	•	
Note: Please	confirm R-Values and areas allov						
Important Notes							YEAR
	ent fee of \$200 will be charged if, for no fa	ult of Premier Insi	ulation the project si	te is not re	eady for the installation wo	rk	
to be carried out, prior to work com Scaffolding: Any work in New Zealand or high foundations, stable an Removal of debris/rut	in full, at the agreed time/date and when	the main contract with the Scaffolding Ac top-most platform not h to enable work to be	cess & Rigging New Zealar greater than three times e undertaken. Clear access	y Premier I and (SARNZ) B the minimum s to site and v	est Practice Guidelines for Scaffold n base dimension, safe access, sta	ding Q	IAONZ TO Association of NZ Inc.
Premier A Grad	de Insulation Limited thanks you fo	or the opportu	nity to supply an	d install	insulation in your pro	perty.	
Yours Sincerely			Accep	tance:			
Premier A Grad	de Insulation Limited		Custome	er Signature			VISE
Chris For	rsyth						T'E'

PO Number

Premier A Grade Insulation Ltd
59 Druces Road, Wiri, Manukau, Auckland 2104
PO Roy 97772 Manukau, Auckland 2241

chris@premierinsulation.co.nz



Chris Forsyth 021 446 311

premierinsulation.co.nz

## TERMS AND CONDITIONS

All Goods and installation are sold on the following Terms and Conditions of Sale ("the Terms") and apply to and bind the buyer. Receipt of an order from the Buyer will be deemed to be acceptance by the Buyer of these Terms notwithstanding anything to the contrary that may be stated in the Buyer's course of enquiries or in the Buyer's order.

No person in the employment of the Seller has the authority, except under signature of the CEO, to accept any order or supply any Goods on any other condition, nor to vary these Terms in any way whatsoever.

## TERMS AND CONDITIONS OF SALE

- 1. The quotation is not an offer to sell and no order given in respect hereof shall bind the Seller until accepted by the Seller and such acceptance shall be signified by retention of the Buyer's cash or cheque and the issue of the Seller's official receipt, but such accepted order in respect of any Goods quoted herein shall be deemed to be given and accepted at the prices and upon these terms.
- 2. Any period of time or date for delivery is an estimate only and no claim shall lie against the Seller for failure to deliver within such time whether such delays have been due to causes beyond the control of the Seller or otherwise. Should the Seller deliver only part of the Goods ordered, the Buyer shall accept that part delivery in the same proportion of the purchase price as the part delivery bears to the whole of the Goods ordered subject otherwise to the same terms of payment contained in these terms.
- 3. The quotation remains open for 30 days from its date. If it has not been accepted within that time it will be subjected to alteration or cancellation without notice.
- 4. The price quoted for this job is valid for a further 30 days after the date of acceptance. Should insulation not be carried out by the Seller during the 60 day period from the date of quotation, then the Seller has the right to re-price this job at current rates.
- 5. These Terms shall be deemed to embody the 'whole agreement between the parties and all representations, warranties and agreements not 'expressly contained herein are hereby excluded.
- 6. This quotation provides for the site having, in the opinion of the Seller, satisfactory access for the Seller's trucks. If the site has a poor access, which causes added expense such as cranage, carrying by hand, or any other reason, the extra costs shall be for the Buyer's account.
- 7. The Seller accepts no liability for any damage whatsoever whether to the Goods, installation or otherwise due to or caused by structural defects, settlement or subsidence of the building, other workmen or subcontractors.
- 8. The Seller accepts no responsibility should damage occur to the Buyer's property, the site, footpaths, etc. during delivery or installation of the Goods.
- 9. The Buyer shall provide rubbish bins for the Seller to dispose of any surplus off cut material.
- 10. 10.1 Notwithstanding that the property in the Goods may not have passed to the Buyer the risk in the Goods shall pass to the Buyer upon delivery of the Goods to the Buyer.
- 10.2 Property in the Goods shall not pass to the Buyer until the purchase price has been paid in full notwithstanding the earlier delivery of the Goods to the Buyer. Until the Buyer has made payment in full:
- 10.2.1 The Buyer shall hold the Goods as Trustee for the Seller and the Buyer shall store the Goods separately from all other chattels so as to clearly identify the Goods as the Seller's property.
- 10.2.2 The Buyer shall have no power to charge, encumber, transfer or sell the Goods to any other person.
- 10.2.3 The Seller shall have the right to immediately repossess the Goods, whether incorporated as a fixture in any building or not, should the Buyer fail to pay for the Goods in full and the Buyer hereby irrevocably authorises the Seller to enter any premises or enter upon any land where the Goods hereby sold may be for this purpose, without responsibility for damage caused and without prejudice to any other rights conferred on the company. The Seller requires that the Buyer only store the goods on premises where the rights of the company to enter and repossess are acknowledged.
- 10.2.4 The Buyer acknowledges that these Terms constitute an agreement to mortgage in favour of the Seller granted by the Buyer with respect to the real property of the Buyer upon which the Goods are affixed and installed ("the Land") and to further protect payment of the purchase price the Buyer irrevocably appoints the Seller and/or the Seller's attorney as power of attorney to grant, execute and complete on the part of the Buyer a registrable mortgage to be registered against the certificate of title to the Land. The Buyer acknowledges that the Seller may elect to register a caveat against the title to the Land with respect to the rights conferred pursuant to this agreement to mortgage. The Buyer warrants that it is the registered proprietor of the Land or that it has the authority of the registered proprietor of the Land to grant the mortgage contained herein.
- 11. The Buyer is to provide at his cost any scaffolding staging or decking, to comply with Health and Safety in Employment legislation, which the Seller determines is necessary for the delivery and installation of the Goods.
- 12. The Seller is committed to its Health & Safety policy. The Buyer is to advise the Seller of any known hazard, to ensure the Seller's employees or contractors are working in a safe workplace.
- 13. The Buyer authorises any person or company to provide the Seller with such information as the Seller may require in response to the Seller's credit enquires. The Buyer further authorises the Seller. to furnish to any third party' details of this application and any subsequent dealings that the Buyer may have with the Seller as a result of this application being actioned by the Seller. The Seller has an absolute discretion to grant or refuse credit and has no obligation to provide credit to the Buyer.
- 14. Should the Buyer wish to apply for credit terms the Seller requires the Buyer to fill out the Seller's standard credit application form.

## TERMS OF TRADE

- 1.1 If credit approved, payment will be due on the 20th of the month following installation and when the job is completed in stages the Seller shall be entitled to invoice for a progress payment.
- 1.2 Premier Insulation upholds a 5 day payment term from the date of invoice unless otherwise agreed.
- 1.3 Interest of 2% per month may be charged on overdue accounts and will become payable by the Buyer by the 20th of the month following invoice.
- 1.4 All claims for credit must be made within fourteen (14) days of invoicing and in each case quoting the relevant invoice numbers.
- 1.5 All legal and incidental expenses caused from failure of items (1.1) and (1.2) (non-payment of account by due date) shall be met by the Buyer.
- 1.6 Any accounts which run OVERDUE may be placed on HOLD and no product or service will be supplied until payment for the amount in question is made.