

GRAFTED

Terms of Trade

**PLEASE READ OUR TERMS OF TRADE CAREFULLY AS
THEY ARE THE BASIS ON WHICH WE ACCEPT YOUR ORDER.**

0. **DEFINITIONS**

The following definitions are part of our Terms of Trade (Terms of Trade may also be referred to as Terms and Conditions in this documents).

- "AGREEMENT" means the terms under which you have agreed upon with us, The Grafted Project Ltd t/a GRAFTED. An agreement related to a Bespoke Project is composed of our Terms of Trade, quotation and any supporting document and communications exchanged between you and us in relation to this Bespoke Project.
- "BESPOKE PROJECT" means (one or more of the following):
 - KITCHEN / CABINETS...
 - BESPOKE PIECE OF FURNITURE...
 - CUSTOM-MADE PRODUCT...
 - ANY CUSTOM-MADE PRIVATE PROJECT...
 - OR ANY CUSTOM-MADE COMMERCIAL PROJECT...... that is manufactured, produced, supplied and/or installed by us for you according to the quotation supplied to you.
- "CUSTOMER", "CLIENT", "BUYER" or "YOU" (and any corresponding pronouns such as YOUR etc.) means the person(s) or entity referred to in our agreement and quotation as our customer.
- "GOODS" means all present and after acquired materials, accessories, wood, hardware, electrical components, and wood products and associated products supplied by us to you from time to time as part of the services and under this agreement. Unless the context requires otherwise, goods shall include all proceeds of sale of such goods and any objects, products or mass which the goods subsequently become part of. Where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other.
- "GRAFTED", "SELLER", "US", "WE" (and any corresponding pronouns such as OUR etc.) means THE GRAFTED PROJECT Ltd t/a GRAFTED or any other of our trade name or brand from time to time.
- "INTELLECTUAL PROPERTY" means all statutory, common law and other proprietary right, and any interest in any copyright, designs, drawings, plans, specifications, trade mark, trade name, inventions, know how, procedures and other technical information (whether protectable by registration or not) and including, where any such rights are obtained or enhanced by registrations, any registration of such rights.
- "KITCHEN" means the kitchen cabinets, benchtop and other directly related items, including integrated hardware and lighting, described in the quotation, but does not include Purchaser Supplied Items.
- "PPSA" means the Personal Property Securities Act 1999.
- "PRICE", "FEE" or "FEES", or "COST" means the cost of provision of the Bespoke Project, Retail Project, any Goods we supply to you and/or Services agreed between you and us. Our prices are subject to any variation in accordance with these Terms and, unless specifically agreed otherwise in writing, are expressed exclusive of GST and any other applicable taxes and duties.
- "PRODUCT WARRANTY" means our Bespoke Project or Retail Product warranty.
- "PURCHASER SUPPLIED ITEMS" means whiteware, brown-ware, hardware (etc.) items - such as ovens, hobs, refrigerators, lights (etc.) - which you will pay for and supply to us for inclusion in the Bespoke Project as described in the quotation or communications between you and us.
- "QUOTATION" means the cost estimates for one or more Bespoke Projects we supply to you.
- "RETAIL PRODUCT" means product manufactured by GRAFTED and sold as is for a specified price. A Retail Product may not be in stock at the time of order and will therefore be produced after the order is placed and payment has been received.
- "SERVICES" means the services of a Bespoke Project design, manufacture, renovation and / or installation described in the attached Quote provided by us to you.
- "SITE" means the physical premises where the Bespoke Project is to be delivered and / or installed and as required includes all accessways.
- "WORKING DAY" means any week day, excluding Saturday and Sunday and any statutory public holidays. From time to time we may agree to work on a Saturday, Sunday or statutory public holiday. This will be discussed on a case-by-case basis.

1. **GENERAL & INTRODUCTION**

- a. These Terms of Trade, terms and conditions, and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand only.
- b. By requesting Grafted to supply a Bespoke Project or Retail Product, you, our customer, agree (or are deemed to acknowledge and agree) that:
 - These Terms will apply to the supply of the Bespoke Project or Retail Product by Grafted to you.
 - These Terms shall be read subject to the terms and conditions and variations attached to a quotation (for a Bespoke Project) or set price (for a Retail Product).
 - These Terms may only be amended with our consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between you and us.
 - The quotation / set price, our Terms of Trade and Product Warranty are the only basis on which we are supplying a Bespoke Project or Retail Product to you.
 - No oral or written communication with you will apply unless it is clearly set out in the quotation that they do or unless an amendment has been approved by both parties. The terms of trade apply if there is any inconsistency between these communications or amendments and the quotation.
- c. Our contract with you is formed:
 - i. **For Retail Products:** when you order a product from us and complete payment for this product.
 - ii. **For Bespoke Projects:** when you accept our quotation within the acceptance period by signing and returning it, together with the deposit in cleared funds. Accepting our quote also indicates that you accept these Terms without reserve.
- d. Power to enter into the agreement: you warrant that you have the power to enter into this agreement and have obtained all necessary authorisations to allow you to do so, that you are not insolvent and that this agreement creates binding and valid legal obligations on it.
- e. Failure to enforce provisions: our failure to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect our right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- f. Liability regarding loss and/or expenses: Grafted shall be under no liability whatsoever to you for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by you arising out of a breach by us of these Terms (alternatively our liability shall be limited to damages which under no circumstances shall exceed the price of the Bespoke Project or Retail Product).
- g. Amendment: you agree that we may amend these Terms at any time. If we make a change to these Terms, then that change will take effect from the date on which we notify you of such change.

You will be taken to have accepted such changes if you make a further request for Grafted to provide a Bespoke Project or Retail Product to you. The amended terms will apply to any subsequent contract entered into with us but will not affect a contract already entered into with us.

- h. Design and manufacture: we will design the Bespoke Project to your requirements as accepted by you in the quotation. In the event you, our customer, decide not to confirm an order of a Bespoke Project we have designed for you, we reserve the right to charge you for all the hours spent on drawings, design work, prototypes, quotations and any other necessary research. The invoice sent to you will be based on current costs. You accept that any drawings or details provided by us with a quotation shall be for quotation purposes and do not form any part of the contract. If you or a third party at your request provides the Bespoke Project design, we will manufacture the Bespoke Project to that design but we are not otherwise responsible for it.
- i. Site Responsibility: unless specified in the quotation, you are responsible for all planning, building and other consents and permits and for providing the site to us ready for delivery and prompt installation of the Bespoke Project by coordinating all other work and trades on site.
- j. Variations: if you want to vary our contract you must ask us to do so in writing. If the requested variation affects:
- the price for the Bespoke Project; or
 - its estimated date for completion;
- then, within the period of 10 working days after we receive your request, we will advise you in a written variation notice of:
- the building work and any consents required for the variation, (including the effect on existing consents, if any, for which you remain responsible);
 - the effect on the agreed price for the Bespoke Project by way of increase or reduction;
 - any material effects on our Product Warranty;
 - and any effects on the estimated date for completion of the Bespoke Project.
- You can then agree to the variation by countersigning our variation notice in which case our contract with you is appropriately amended.
- k. We may license or sub-contract all or any part of its rights and obligations without your consent.

2. PRICE AND PAYMENTS

- a. Quotation price: after you contact us concerning an order for your Bespoke Project, we will scope the job, with a site visit (if applicable) and proceed with the design work. When necessary and agreed, we will also produce a prototype. We will then provide the quotation setting out what we will and will not provide and the associated costs.
- b. The quotation is subject to these Terms of Trade.
- c. The price of a Bespoke Project is as set out in the quotation and in any agreed variation. It is indicated in NZD and exclusive of GST and any other applicable taxes and duties unless stated otherwise.
- d. You shall accept that any quotation provided by us shall be based on current costs of labour, overheads, and our own quotes from suppliers and subcontractors.
- e. The price indicated on our quotation also includes freight and insurance to the point of delivery to the site.
- f. We reserve the right to change the price indicated on our quotation:
- if a variation to the Goods which are to be supplied is requested; or
 - if a variation to the Services originally scheduled (including any applicable designs or specifications) is requested; or
 - in the event additional work needs to be carried out due to poor site preparation or all or part of the information supplied to us was incorrect; or
 - in the event of increases in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond our control.
- g. Variations: if, after the formation of the contract, you want to vary what is set out in the quotation, as provided in these Terms, and we accept the variation, we will adjust the price by reference to our then current rates and costs including any indirect costs such as revised delivery dates.
- h. Payment schedule and installments:
- **For Retail Products:**
Full payment of the price set for a Retail Product shall be made in full when the Retail Product is ordered.
 - **For Bespoke Projects:**
If there is nothing to the contrary in the quotation, then the payment terms set out in clause 2.i apply.
- i. Staged Payments of the Price: the plus GST price for the Bespoke Project is to be paid by you as follows (unless specifically agreed in the quotation):
- 40%: we must receive a deposit equivalent to 40% of the price within 7 days of your acceptance of the quotation. This payment confirms your order for the Bespoke Project. The Bespoke Project will then be added in our production planning.
 - 40%: we will give you prompt notice of our intention to commence manufacture of the Bespoke Project. We will also give you prompt notice of when the Bespoke Project is completed at our workshop and request that you meet us there to inspect it for compliance with the quotation. We must receive payment of 40% of the price at the latest 7 days after you have been notified that manufacture has been completed and that the Bespoke Project is ready for inspection. A failure to pay on time may delay delivery to the site. The inspection will confirm substantial compliance with our contractual obligations prior to delivery and installation of the Bespoke Project to the site.
 - 20%: we must receive payment of 20% of the price at the latest 7 days after delivery and / or install of the Bespoke Project to the site has been completed.
- j. Delays in installation: delays in installation may result in additional freight and storage charges to you if we have to retain or store the Bespoke Project prior to its planned installation date usually indicated in the quotation or in later communications between us.
- k. No deductions: you shall not withhold payment of any invoice because part of that invoice is in dispute. You shall not set-off or make any other deductions of any kind from any sum due to us.
- l. Failure or delay in making payments: any failure or delay by you in making payments to us will give us the right to suspend our contract with you until you make the payments to us in full or we terminate the contract, payment being a material term.
- m. Late payment fee and recovery costs: we also may charge you interest on the unpaid money at a daily rate of 4% over the best commercial overdraft rate available from our bankers from time to time as a late payment fee, from the due date until the date of payment in cleared funds. We may also add to the due sum all costs and charges incurred by us in recovering the unpaid money, including collection and lawyer's fees and all other related costs and expenses of any kind.
- n. Accepted forms of payment: payment may be made by cash, electronic/on-line banking, or by any other method as agreed to between you and Grafted. Receipt by Grafted of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

3. PURCHASER SUPPLIED ITEMS:

- a. Generally: Your or any third-party design is for your account. You are responsible for the procurement, payment, and prompt supply of all Purchaser Supplied Items, if you are supplying them.
- b. Delay: It is your sole responsibility to provide all relevant documentation including model numbers and the specifications of any items to be built into, or information that affects the suitability or construction of the joinery making up the Bespoke Project. Any information not confirmed or items to be supplied or selected by you at the date of our contract must be confirmed in writing by you allowing enough time for the items to be ordered and delivered to our factory, or to achieve the agreed installation date. If the unconfirmed items or information are received too late to achieve the installation date, you agree to pay any additional costs incurred by us in fitting or installing the Purchaser Supplied Goods at the Site at a later date.

4. OWNERSHIP

It is further agreed that until ownership of the Bespoke Project, Retail Product and / or any other Goods we have supplied to you passes to you, in accordance with these Terms, that:

- a. You are only a bailee of the Bespoke Project, Retail Product and / or any other Goods we have supplied to you and must return them to Grafted on request.
- b. You hold the benefit of your insurance of the Bespoke Project, Retail Product and / or any other Goods we have supplied to you on trust for Grafted and must pay to us the proceeds of any insurance in the event of the Bespoke Project, Retail Product and / or any other Goods we have supplied to you being lost, damaged or destroyed.
- c. You must not sell, dispose, or otherwise part with possession of the Bespoke Project, Retail Product and / or any other Goods we have supplied to you, other than in the ordinary course of business and for market value. If you sell, dispose or part with possession of the Bespoke Project, Retail Product and / or any other Goods we have supplied to you then you must hold the proceeds of any such act on trust for Grafted and must pay or deliver the proceeds to Grafted on demand.
- d. You should not convert or process the Bespoke Project, Retail Product and / or any other Goods we have supplied to you or intermix any of them with other goods but if you do so then you hold the resulting product on trust for the benefit of Grafted and must sell, dispose of or return the resulting product to Grafted as it so directs.
- e. You irrevocably authorise us, Grafted, to enter any premises where we believe the Bespoke Project, Retail Product and / or any other Goods we have supplied to you are kept and recover possession of the Bespoke Project, Retail Product and / or any other Goods we have supplied to you.
- f. We may recover possession of the Bespoke Project, Retail Product and / or any other Goods we have supplied to you in transit whether or not delivery has occurred.
- g. You shall not charge or grant an encumbrance over the Bespoke Project, Retail Product and / or any other Goods we have supplied to you nor grant nor otherwise give away any interest in the Bespoke Project, Retail Product or any other Goods we have supplied to you while they remain the property of Grafted.
- h. We may commence proceedings to recover the Price of the Bespoke Project, Retail Product or any other Goods we have supplied to you sold notwithstanding that ownership of the Bespoke Project, Retail Product or any other Goods we have supplied to you has not passed to you, the Customer.

5. SECURITY FOR PAYMENT: PERSONAL PROPERTY SECURITIES ACT 1999("PPSA")

- a. Definitions: All terms in this clause have their meanings in the PPSA and section references are to those sections in the PPSA.
- b. Purchase Money Security Interest: You grant us a purchase money security interest ("PMSI") in the Bespoke Project or Retail Product supplied by us to you and any of its proceeds to secure the purchase price for the Bespoke Project or Retail Product and any additional costs related to the contract for its supply to you. You agree that we may register a financing statement under the PPSA to give notice of the PMSI.
- c. Exclusions and waiver: Nothing in sections 114(1)(a), 133 and 134 apply to the PMSI. You waive your right to receive a copy of the PMSI verification statement and your rights under sections 116, 117, 119, 120(2), 121, 125, 131.

6. SECURITY FOR PAYMENT: CAVEAT AND MORTGAGE

- a. Agreement to mortgage and caveat: in order to secure any money owed by you to us in respect of the Bespoke Project or Retail Product, you agree that we have the right to register a mortgage or a caveat over any real property owned by you, whether or not it is the site, and to add the costs and expenses of doing so to that money owed by you to us.
- b. Power to mortgage and caveat: you appoint us irrevocably as your agent and attorney for those purposes.
- c. Release of mortgage and caveat: we will release any mortgage or caveat once you have paid all the money due to us.

7. EVENTS OF DEFAULT

- a. Immediate payment due: all payments in respect of the Bespoke Project or Retail Product will become immediately due to us and we may at our option suspend or terminate our contract with you and exercise any of our rights including those under these Terms in the event that:
 - i. You fail to make any payments on their due date;
 - ii. You breach any other material term of our contract with you after we have given you 10 days written notice of the default and what you need to do to remedy it and you fail to do so within that time;
 - iii. A receiver, manager or administrator is appointed over your assets or undertaking or any substantial proportion of them;
 - iv. An application for the appointment of a liquidator is filed against you which remains unsatisfied for a period of 10 days, or any of the conditions necessary to render you liable to have a liquidator exist or a liquidator is appointed;
 - v. You go into voluntary liquidation, amalgamate with another company, or acquire your own shares in accordance with the Companies Act 1993;
 - vi. You suspend payment to your creditors or make or attempt to make an arrangement or composition or scheme with your creditors;
 - vii. You become insolvent within the meaning of the Insolvency Act 2006 or, become, or are presumed to be, unable to pay your debts as they fall due as defined in section 287 of the Companies Act 1993 or you commit any act of bankruptcy.

8. DELIVERY AND RISK – RETAIL PRODUCT

- a. Turnaround time for shipping: if the product is in stock, the retail product will be shipped to your nominated address within 72 business hours. If the product is not in stock, you will be notified of the time it will take to produce the item. The product will be shipped within 72 hours of manufacture will be completed. If you request a rush order or express delivery option, this must be arranged and agreed with Grafted before ordering and additional shipping fees may apply.
- b. Delivery date: delivery of the Retail Product is taken to occur
 - a. when you or your nominated carrier takes possession of the Retail Product at our address; or
 - b. at the time that the courier driver we have contracted to deliver the Retail product to you, has delivered the item to your nominated address, even if you are not present at the address.
- c. No liability for late or non-delivery: we are not liable for any late or non-delivery unless such failure is a direct result of something we have done or not done.
- d. Risk: the Retail Product is at your risk once delivered to your nominated address. You should make sure that you have appropriate insurance cover on and before delivery.

9. DELIVERY AND RISK – BESPOKE PROJECT

- a. Delivery date: once you have signed the quotation, payment of the 40% deposit has been received by us and production has started, we will provide you with a written delivery date for the installation of the Bespoke Project at the site.
- b. Any delivery date specified by us is only an estimate. It may be affected by delay in making payment, by delay in providing us with the Purchaser Supplied Goods, a failure or delay by you or others in obtaining the required consents or approvals, by a failure by you or others to make the site available for delivery and installation of the Bespoke Project or any other matter outside our control.
- c. No liability for late or non-delivery: we are not liable for any late or non-delivery unless such failure is a direct result of something we have done or not done.

- d. Delivery of the Bespoke Project is taken to occur at the time that:
 - i. you or your nominated carrier takes possession of the Bespoke Project at our address; or
 - ii. we (or our nominated carrier) deliver the Bespoke Project to the your nominated address even if you are not present at the address.
In this instance, delivery will be made or be deemed to be made by us when the Bespoke Project arrives at the site, whether in one or more installments. If you (or your contractors, agents or employees) fail or refuse to indicate to us that you will fail or refuse to take delivery in whole or in part, whether because the Site is not available, is not ready for the Bespoke Project, has insufficient access, or delivery cannot occur for any other reason beyond our control, then the Bespoke Project will be deemed to have been delivered when we were willing to deliver it.
- e. Failure to deliver: if you are unable or unwilling for any reason to accept delivery of the Bespoke Project on the nominated date, then the balance of the purchase price is payable under these Terms and we may charge you at our then current daily rates for storage of the Bespoke Project for each day that it remains undelivered.
- f. Risk: the Bespoke Project is at your risk once delivered to the site. You should make sure that you have appropriate insurance cover on and before delivery.

10. **INSTALLATION – SITE READINESS (WHEN APPLICABLE)**

- a. Generally: you must make the site ready for installation of the Bespoke Project at its indicated date. If you will fail to do so this will affect the installation date. We are not responsible for any consequent costs and expenses which are for your account.
- b. Matters for which we are not responsible: unless specifically set out in the quotation, we are not responsible for plumbing, electrical work, appliance installation, ducting, quadding, bench top scribing, silicone work, flooring, tiling, painting, decoration, or any other construction work including (without limitation) the stripping of old tiles or floor coverings and the removal of any existing joinery units, or other obstructions from the site. You must remove those items and other obstructions from the site and surrounding area(s) prior to the anticipated delivery date.
- c. Structural matters: we are not responsible for making good any defects in the structure of the walls, ceiling and floor making up the structures on the site that will support the Bespoke Project, for the removal of old cabinetry or other items, or for the installation of Purchaser Supplied Items (unless part of the Bespoke Project and dealt with in the quotation).
If any additional works are required to be carried out and we agree to carry them out to remedy any defects, remove cabinetry, install appliances or otherwise complete work that was not included in the quotation, the costs will be for your account and charged at our then current rates and you remain responsible for obtaining building consents and the associated costs.

11. **HEALTH AND SAFETY AT WORK ACT 2015 (HAS)**

- a. Mutual responsibilities under the HAS: we will each be responsible for our respective obligations under the HAS and ensure that our workers and officers as defined in the HAS comply with their obligations under the HAS. To the extent that you may have any such responsibilities, so far as is reasonably practicable, you must eliminate or minimise risks to health and safety in respect of the site. Nothing in these Terms limits or reduces your obligations under the HAS or means that we assume any of your obligations under the HAS.
- b. HAS policies and systems: if you have any HAS responsibilities, you must induct and supervise all persons on the Site and make sure that they are familiar with and comply with your HAS policies and systems (which must incorporate any of our HAS policies and systems and those of any other PCBU under the HAS, to the extent relevant).

12. **BESPOKE PROJECT DESCRIPTION**

- a. Quotation: the Bespoke Project will be manufactured in accordance with the quotation. It refers to drawing design measurements and component descriptions. The following clauses explain and qualify those items in the quotation and must be read with the Product Warranty.
- b. Natural materials: you agree that stone and timber and other source materials for the Bespoke Project are made from natural materials that will have variations in colour, grain, texture and shade which are not treated in the Bespoke Project supply industry and market as defects in those stone and timber source materials. You agree that those variations are inherent in our use of such products, and that they do not allow you to terminate payment of our contract with you or to obtain any refund or damages for breach of contract or our Product Warranty.
- c. Samples: any samples of components or materials for the Bespoke Project shown to or inspected by you are acknowledged by you to be only for the purpose of giving you a guide as to the completed Bespoke Project and are not a sale by sample.
- d. Bespoke Project size and join marks: site access and doorways will affect the size of materials used in panels, cabinets, bench tops, marble work and other items making up the Bespoke Project. You agree that it may be necessary for us to divide up the Bespoke Project and add joins to these items to complete the manufacture and installation of the Bespoke Project and that they may be visible as a consequence. Your agreement as to no termination or claims in these Terms also applies to this clause.

13. **WARRANTIES**

- a. Our Quality Commitment: Unless otherwise specifically provided in the Quotation, we will supply the Bespoke Project and any ancillary installation services in accordance with the following:
 - i. In respect of all externally supplied components of the Bespoke Project (such as glass and hardware) in accordance with their manufacturer's or supplier's warranties, if transferable or assignable to you.
 - ii. In respect of the remainder of the Bespoke Project / Retail Product in accordance with our Product Warranty.
 - iii. In respect of the ancillary installation services for a Bespoke Project, that they will be carried out by us with reasonable skill and care.
- b. Qualifications and other obligations, warranties and guarantees: Our supply of the Bespoke Project is subject to the implied obligations, warranties and guarantees set out in the following clauses, which contain exclusions of liability to the extent permitted by law:
 - i. Sale of Goods Act 1908: The provisions of this Act are excluded entirely whether or not in respect of contracts to which the Consumer Guarantees Act 1993 applies.
 - ii. Consumer Guarantees Act 1993: The provisions of this Act are excluded in respect of the supply in trade of the Bespoke Project and ancillary services. The provisions of the Act are not otherwise excluded.
 - iii. Fair Trading Act 1986: The provisions of this Act including sections 8, 12A, 13 and 14(1) are excluded in respect of the supply in trade of the Bespoke Project and ancillary services.
 - iv. Construction Contracts Act 2002: The provisions of this Act are not excluded but the installation, delivery and payment provisions in our contract with you override its provisions.
 - v. Building Act 2004 as amended by the Building Amendment Act 2013 ("the Act") and the Building (Residential Consumer Rights and Remedies Regulations 2014 ("the Regulations"): These contain disclosure requirements and implied warranties for residential building contracts relating to compliance with any building consents and warranties which are also dealt with this in our contract and our Product Warranty.
- c. Further qualifications: Our express and implied obligations to you are also subject to the following:
 - i. We do not warrant any Purchaser Supplied Items.
 - ii. We do not promise that the Bespoke Project / Retail Product will achieve any particular level of performance or usability, which are subjective factors.
 - iii. If you do not follow any operating instructions for the Purchaser Supplied Items, their manufacturer's warranties may not apply.
 - iv. If you do not care for and maintain your Bespoke Project / Retail Product as instructed by us. Please refer to close 16.
 - v. If you use the Bespoke Project / Retail Product inappropriately.
 - vi. When we have not delivered and installed the goods on site: if you (your agent or any other third party mandated by you) fail to correctly install the Bespoke Project / Retail Product as per our guidelines and instructions.

14. **DEFECTS**

- a. You shall inspect the Bespoke Project / Retail Product or any other goods we have supplied to you on delivery and shall within forty-eight (48) hours of delivery (time being of the essence) notify Grafted of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote.
- b. You shall afford us an opportunity to inspect the Bespoke Project / Retail Product or any other goods we have supplied to you within a reasonable time following delivery if you believe the Goods are defective in any way.
- c. If you shall fail to comply with these provisions the Bespoke Project / Retail Product or any other goods we have supplied to you shall be presumed to be free from any defect or damage.
- d. For defective Bespoke Project / Retail Product or any other goods we have supplied to you, which we have agreed in writing that you are entitled to reject, our liability is limited to either (at our discretion) replacing the Bespoke Project / Retail Product or any other goods we have supplied to you or repairing the Bespoke Project / Retail Product or any other goods we have supplied to you.

15. **RETURNS**

- a. Returns will only be accepted provided that:
 - i. The item is not a custom-made piece of furniture or bespoke commercial or private project.
 - ii. you have complied with the provisions of clause 16. ; and
 - iii. we have agreed in writing to accept the return of the Retail Product or any other goods we have supplied to you; and
 - iv. the Retail Product or any other goods we have supplied to you are returned at the your cost within five (5) days of the delivery date; and
 - v. we will not be liable for Retail Product or any other goods we have supplied to you which have not been stored, maintained or used in a proper manner; and
 - vi. the Retail Product or any other goods we have supplied to you are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- b. We will not accept the return of Goods for credit.

16. **CARE AND MAINTENANCE**

- a. We recommend care should be taken to ensure that the Bespoke Project:
 - i. Is not exposed to high levels of heat, moisture, steam or humidity; the customer should use placemats, hot pads, trivets, coasters and any other required accessory to prevent wood surfaces to split, warp, break apart, or the wood surfaces to be marked by burn marks, watermarks or water rings. Any accidental spills should be removed immediately;
 - ii. Is not affected by sharp or rough objects being dragged across or used on wooden and sensitive surfaces;
 - iii. Is not exposed to prolonged hours in direct sunlight as exposure will slowly affect material and finish over time;
 - iv. Is cleaned with a soft, damp cloth with warm soapy water, or cleaned with a small amount of plant-based products on stains which cannot be removed with soapy water, then dried with a soft, clean, dry cloth;
 - v. Is not cleaned with any commercial cleaning products, abrasive papers, acids, vinegar, solvents, thinners, methylated spirits, turpentine, bleach M.E.K or any other strong cleaner.
- b. We also recommend you to rejuvenate your wooden surfaces every couple of years (or earlier if needed).

17. **INTELLECTUAL PROPERTY**

- a. Ownership: we own all the intellectual property (including copyright) in the designs for any Bespoke Project created for you and of our Retail Products. In the event that you commission us to produce a design for you, by agreeing to these Terms of Trade, you assign to us all your copyright (and other intellectual property) irrevocably, for all purposes, throughout the world.
- b. Indemnity: where you or someone at your direction gives us a design or instruction to follow, you agree to make sure that we do not incur any losses of any kind (an indemnity) because the design or instruction breaches the intellectual property rights (including copyright of any other person).

18. **PRIVACY ACT 1993**

- a. You authorize us and / or any of our agents to
 - i. access, collect, retain and use any information about you
 - (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Buyer's credit worthiness;
 - or for the purpose of marketing products and services to you (for instance for marketing and promotional activities).
 - ii. disclose information about you, whether collected by the us from you directly or obtained by us from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by you, our customer.
- b. Where you, our customer, are an individual, the authorities under these Privacy Clauses authorities or consents for the purposes of the Privacy Act 1993.
- c. You shall have the right to request Grafted for a copy of the information we retain about you. You shall also have the right to request Grafted to correct any incorrect information we hold about you.

If you have any questions or concerns, please contact us at:

GRAFTED
AUDE & CONSTANTIN GRAF
13 Wansbeck Street, Shop 6
Oamaru 9400

Or via
Email: hello@thegraftedproject.com
Phone number: 021 144 1918 (Aude) or 021 25 28 299 (Constantin)