

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS
 - 1.1 "All About Gas" shall mean All About Gas Limited, or any agents or employees thereof.
 - 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customers or any person purchasing products and service from All About Gas
 - 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the previous page of this agreement and supplied by All About Gas to the Customer, and
 - 1.3.2 all Products supplied by All About Gas to the Customer, and
 - 1.3.3 all inventory of the Customer that is supplied by All About Gas; and
 - 1.3.4 all Products supplied by All About Gas and further identified in any invoice issued by All About Gas to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Products that are marked as having been supplied by All About Gas or that are stored by the Customer in a manner that enables them to be identified as having been supplied by All About Gas; and
 - 1.3.6 all of the Customer's present and after-acquired Products that All About Gas has performed work on or to or in which goods or materials supplied of financed by All About Gas have been attached or incorporated
 - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others
 - 1.4 "Products and Services" shall mean all products, goods, services and advice provided by All About Gas to the Customer and shall include without limitation the supply and installation of gas related products and piping and all services attendances and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by All About Gas to the Customer.
 - 1.5 "Price" shall mean the cost of Products and Services as agreed between All About Gas and the Customer and includes all disbursements eg charged All About Gas pay to others on the Customer's behalf subject to clause 4 of this contract.
2. ACCEPTANCE
 - 2.1 Any instructions received by All About Gas from the Customer for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.
3. COLLECTION AND USE OF INFORMATION
 - 3.1 The Customer authorises All About Gas to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by All About Gas to any other party.
 - 3.2 The Customer authorises All About Gas to disclose any information obtained to any person for the purposes set out in clause 3.1
 - 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.
4. PRICE
 - 4.1 Where no price is stated in writing or agreed to orally the Products and Services are sold by All About Gas at the time of the contract
 - 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of All About Gas between the date of the contract and the delivery of the Products and Services
5. PAYMENT
 - 5.1 Payment for account holding Customers shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date")
 - 5.2 Payment by domestic Customers shall be made in full on or before the 14th day following the date of the invoice ("the due date")
 - 5.3 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month
 - 5.4 Any expense, disbursements and legal costs incurred by All About Gas in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
 - 5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full
 - 5.6 A deposit and progress payments may be required
6. QUOTATION
 - 6.1 Where quotation is given by All About Gas for products and services:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for twenty one (21) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary.
 - 6.1.3 All About Gas reserve the right to alter the quotation because of circumstances beyond it's control
 - 6.2 Where Products and Services are required in addition to the quotation the Customer agrees to pay form the additional cost of such Products and Services
7. AGENCY
 - 7.1 The Customer authorises All About Gas to contract either as principle or agent for the provision of Products and Services that are the matter of this contract
 - 7.2 Where All About Gas enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract
8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)
 - 8.1 Title in any Products and Services supplied by All About Gas passes to the Customer only when the Customer has made payment in full for all Products and Services provided by All About Gas and all other sums due to All About Gas by the Customer on any account whatsoever. Until all sums due to All About Gas by the Customer have been paid in full, All About Gas has a security interest in all Products and Services
 - 8.2 If the Products and Services are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with All About Gas until the Customer has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be a part of or a constituent of any new Products and Services, title to these new Products and Services shall deemed to be assigned to All About Gas as security for the full satisfaction by the Customer of the full amount owing between All About Gas and Customer
 - 8.3 The Customer gives irrevocable authority to All About Gas to enter any premises occupied by the Customer or on which Products and Services are situated at any reasonable time after default by the Customer or before default if All About Gas believes a default is likely and to remove and repossess and any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. All About Gas shall not liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. All About Gas may either resell any repossessed Products and Services and credit the Customer's account with the net proceeds of sale (after deductions of all repossession, storage, selling or other costs) or may retain any repossessed Products and Services and credit the Customer's account with the invoice value thereof less such sum as All About Gas reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.
 - 8.4 Where Products and Services are retained by All About Gas pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
 - 8.5 The following shall constitute defaults by the Customer:
 - 8.5.1 Non payment of any sum by the due date.
 - 8.5.2 The Customer intimates that it will not pay any sum by the due date
 - 8.5.3 Any Products and Services are seized by another creditor of the Customer or any other creditor intimates that it intends to seize Products and Services
 - 8.5.4 Any Products and Services in the possession of the Customer are materially damaged while any sum due from the Customer to All About Gas remains unpaid
 - 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets
 - 8.5.6 A Court judgement is entered against the Customer and remains unsatisfied for seven (7) days
 - 8.5.7 Any material adverse change in the financial position of the Customer
 - 8.6 If the Credit Repossession Act applies to any transaction between the Customer and All About Gas, the Customer has the rights provided in that act despite anything contained in these terms and conditions of trade
9. SECURITY INTEREST FOR SECURITY PROVIDERS
 - 9.1 The Customer gives All About Gas a security interest in all of the Customer's present and after-acquired property that All About Gas has performed services on or to or in which Products or materials supplied of financed by All About Gas have been attached or incorporated
10. DISPUTES
 - 10.1 No claim relating to Products and Services will be considered unless made within thirty (30) days of supply
11. LIABILITY
 - 11.1 The Customer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon All About Gas which cannot by law (or which can only to a limited extend by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on All About Gas, All About Gas's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
 - 11.2 Except as otherwise provided by clause 11.1 All About Gas shall not be liable for:
 - 11.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products and Services by All About Gas to the Customer, included consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by All About Gas to the Customer, and
 - 11.2.2 The Customer shall indemnify All About Gas against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of All About Gas or otherwise, brought by any person in connection with any matter, act, omission, or error by All About Gas it's agents or employees in connection with the Products and Services
 - 11.3 If, contrary to the disclaimer if liability contained in these terms and conditions of trade, All About Gas is deemed to be liable to the Customer, following and arising from the supply of Products and Services by it to the Customer, then it is agreed between All About Gas and the Customer that such liability is limited in it's aggregate to \$500.00.
12. WARRANTY
 - 12.1 Manufacturer's warranty applies where applicable
13. CONSUMER GUARANTEES ACT
 - 13.1 The guarantees contained in the Consumers Guarantees Act 1993 are excluded where the Customer acquires Products and Services All About Gas for the purposes of the business in terms of section 2 and 43 of that Act
14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES
 - 14.1 If the Customer is an company or trust, the director(s) or trustee(s) signing this contract, in consideration for All About Gas agreeing to supply Products and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principle debtors to All About Gas the payment of any and all monies now or hereafter owed by the Customer to All About Gas and indemnify All About Gas against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder
15. MISCELLANEOUS
 - 15.1 All About Gas shall not be liable for delay or failure to perform its obligations if the cause of the delay of failure is beyond it's control
 - 15.2 Failure by All About Gas to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations All About Gas has under this contract
 - 15.3 If any provision of this contract shall be invalid, void or illegible or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired
 - 15.4 Where applicable the Construction Contracts Act 2002 applies
 - 15.5 If the Customer defaults in payment then the Customer agrees that where the Products and Services relate to the Customer's land, then the amount of such default gives rise to a legal or equitable estate or interest in the Customer's land which entitles All About Gas to enter a caveat against the Customer's land pursuant to the Land Transfer Act 1952 and it's amendments or any legislation in substitution thereof