

TERMS AND CONDITIONS FOR JONES SERVICES

1. INTERPRETATION

- 1.1 In these Standard Terms and Conditions of Service (Service Terms):
- (a) **Authorised Service Agent** means a third party service contractor authorised to provide the Services on our behalf; (b) **Contract** means the contract entered into between Appliance Works (2015) Limited (trading as Jones Services) (us, our, we) and the person engaging the Services (you, your), including, without limitation, upon your acceptance of our written quote and/or invoice governed by these Service Terms (and any amendments); (c) **Contract Price** means our fee for the Services being engaged under a Contract; (d) **Delivery Date** means our indicative date for delivery of the Goods; (e) **Goods** means the products that we are installing, repairing or delivering as part of our Services; (f) **Parts** means the parts supplied by us to you, including the instalment of the same or any parts for them as part of the Services; and (g) **Services** means the services and/or Parts to be provided by us to you as described in any invoice, quote, or other document which will be deemed to form part of these Service Terms.
- 1.2 References to statutory provisions include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. APPLICATION

- 2.1 It is your responsibility to familiarise yourself with these Service Terms prior to allowing our technician to commence work. Allowing our technician to commence constitutes acceptance of these Service Terms.
- 2.2 The supply of Services is subject to these Service Terms. In the event of inconsistency between any invoice, quote or other document these Service Terms will take precedence. These Service Terms will prevail over any terms stipulated by you or your documentation.
- 2.3 We may amend these Service Terms at any time with or without notice. Amendments will be effective to all transactions following publication of the amended Service Terms on our website or when such Terms are provided to you, whichever is the earlier. It is your responsibility to regularly check our website to determine if there have been changes to these Terms and to review such changes.

3. PAYMENT

- 3.1 The Contract Price is payable in advance or in full on the same day the Services are completed unless otherwise expressly agreed in writing, with time of payment being of the essence.
- 3.2 Any estimate provided to you prior to us carrying out the Services is merely indicative and we reserve the right to amend any estimate we have provided to you upon inspection of the Goods and services. We reserve the right to charge you for our reasonable charges actually incurred. In the event that there is a significant change in our estimate, we will use reasonable endeavours to consult with you prior to carrying out any work.
- 3.3 We may charge interest at 12% on any overdue amount.
- 3.4 You agree to indemnify us against any expenses, costs or disbursements incurred for the recovery of outstanding debts, including legal costs on a solicitor-client basis.
- 3.5 Unless expressly stated in writing, all amounts exclude GST. You must pay GST at the same time as the Contract Price.
- 3.6 We may not require payment generally for any work completed under a manufacturer's warranty but where we incur charges not covered by the manufacturer then we may recover these sums from you and such sums will form the Contract Price. We will advise you of the likely costs (if any) prior to carrying out any work.

4. DELIVERY AND FREIGHT

- 4.1 Delivery is deemed to occur at the time at which a consignment note or equivalent document is signed by you or on your behalf at the agreed place of delivery.
- 4.2 The Goods shall be delivered to the address indicated in the invoice or in the absence of any such indication, to your last known address. We reserve the right to deliver the Goods by installments in which case, additional delivery fees shall apply.
- 4.3 Any changes to the Delivery Date or the delivery address must be notified to our Customer Service team at least 48 hours before the Delivery Date. You may be charged a delivery fee for each additional attempt for delivery, change to the Delivery Date or delivery address.
- 4.4 If on arrival there is difficult access to deliver the goods or to perform services, then additional delivery and or installation

fee(s) will apply.

- 4.5 Where the Goods are returned to us or not delivered by the Delivery Date and we hold the Goods we may charge storage costs as determined by us from time to time.
- 4.6 All delivery costs associated with returning a product are your responsibility.

5. PRODUCT INSTALLATION AND REPAIRS

- 5.1 We agree that Services will be provided in accordance with any relevant instruction manual. A request to verify or rectify the installation or repair of Goods installed or repaired by a party other than us or an Authorised Service Agent will incur additional service fees and charges.
- 5.2 Subject to the CGA and FTA, we are not liable for any loss or damage to Goods which occurs through installation or repair of the Goods by parties other than by us or an Authorised Service Agent.
- 5.3 Subject to the CGA and FTA, we reserve the right to replace the whole of the Goods or any part or parts which may be found faulty or in need of investigation, if we consider this to be more economic or reasonably necessary.
- 5.4 Subject to the CGA and FTA, products presented for repair may be replaced by refurbished Goods of the same type rather than being repaired. We reserve the right to use products or any parts which may or may not be identical in all respects to the faulty Goods.
- 5.5 We will use reasonable endeavours to consult with you first prior to carrying out any work or replacing the Goods in accordance with clauses 5.3 and 5.4 above.
- 5.6 You must provide our technician with safe conditions, access and adequate working space around the Goods and installation area to enable us to carry out our obligations under these Service Terms.
- 5.7 You agree that the timing of the Services is not essential to you, the timing of performance is subject to our technicians availability and subject to the suppliers ability to provide parts which may affect the ability to repair.

6. PARTS

- 6.1 We may spare new parts upon your request, or otherwise upon our service team's advice.
- 6.2 You agree that if any or all parts ordered are returned or the repair service is cancelled by you for any reason whatsoever, after parts have been ordered, the you shall pay a restocking fee equal to 20% of the customer purchase price of such part(s) (or as per the supplier's restocking policy which can range between 20-40% for stocked parts), or a restocking fee of 100% of the customer purchase price for any parts where non-stock parts (parts ordered in from overseas for a customer) are non-refundable and non-cancellable. Additionally, any labour charges associated with the job are recoverable from You.
- 6.3 We and you acknowledge that the fee you must pay under clause 10.2: (a) is not a penalty and represents less than a genuine pre-estimate of our loss in the event that you cancel an order for parts; (b) has been agreed in good faith; and (c) is proportionate to the legitimate interests of either us or you in requiring that you pay a restocking fee for cancellation of an order for parts.
- 6.4 If your obligation to pay the fee under clause 6.2 is void, unenforceable, invalid or otherwise inoperative for any reason including because the fees are determined to be a penalty), then we may claim general damages for your breach of clause 6.2.
- 6.5 Jones Services will order the parts in good faith. Jones Services will not be liable for any loss or claim by the customer in the event that Jones Services is unable to supply the part, or for any delay in supplying the goods.

7. WARRANTY

- 7.1 Without limitation to any additional applicable warranty under the CGA or FTA, for Parts and Services provided by us, we warrant to you that the Parts and Services we provide to you will be free from material defects. The duration of this warranty is three months for labour and one year for parts, from as applicable;
- i. the date of your receipt of the Part, or
- ii. the date of repair or service.
- 7.2 If during this period, you discover a defect in the Parts and Services you must promptly notify us in writing. Subject to law, our obligation for defective Parts and/or workmanship, and your exclusive remedy, shall be limited, at our option, to the

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- replacement of any defective Parts or workmanship or the refund of the Contract Price.
- 7.3 All warranty claims are subject to inspection and approval by us.
- 7.4 If on inspection the part or service is unrelated to the repair or caused by another reason, then you agree that the cost of the repair will be paid by you.
- 7.5 If you believe the part or repair should be covered under warranty by the manufacturer, then you will pay us and then seek compensation from the manufacturer.
- 8. RISK AND RETENTION OF TITLE**
- 8.1 Legal and equitable title to the Parts passes to you when all amounts owing are fully paid.
- 8.2 Risk in respect of the Parts passes to you upon delivery. If the Parts are damaged, destroyed, lost, or stolen prior to title in the Parts passing to you, we are entitled to, without prejudice to our other rights and remedies, the benefit of all insurance proceeds in respect of the Parts, whether or not the Contract Price has become payable.
- 8.3 Until title passes to you, you will hold the Parts as bailee, store the Parts identifiable as the our property, maintain the Parts in good condition, and preserve the goods in their present form.
- 8.4 Without prejudice to our other rights and remedies, we may repossess any Parts at any time prior to payment being received in full.
- 9. CONSUMER GURANTEES ACT 1993 (CGA)/FAIR TRADING ACT 1986 (FTA)**
- 9.1 Subject to the CGA, Parts supplied will be subject to the terms of the manufacturer's warranties and guarantees, and to the extent allowed by law, all conditions, descriptions, representations, warranties and guarantees, whether express or implied, by statute or otherwise, are expressly excluded.
- 9.2 If you acquire, or hold yourself out as acquiring, the Services for business purposes in terms of section 43(2) of the CGA, then the CGA will not apply. Where Goods are supplied and acquired in trade within the meaning of the FTA, we and you agree to contract out of sections 9, 12A, 13 and 14(1) of that Act.
- 10. LIMITATION OF LIABILITY AND INDEMNITY**
- 10.1 Subject to law and any terms stipulated in our warranty or these Service Terms, our liability for the loss or damage or injury arising directly or indirectly from any defect of Parts and/or Services supplied is limited to replacement or repair of the Parts, or to damages not exceeding the Contract Price actually paid for the Services. We are not liable for any loss, damage, or injury caused by improper or incorrect operation or use of the Goods or Parts supplied. We are not liable for any consequential indirect or special damage or loss of any kind whatsoever.
- 10.2 The Delivery Date is only approximate and we will not be liable for any loss, expense or damage resulting from the delay in delivery or failure to deliver.
- 10.3 Notwithstanding any representations or other conduct by us including any of its officers, employees and sales representatives, whether during negotiations prior to the terms and conditions being entered into, or at any time subsequent to the entry into the agreement you should make your own enquiries as to the nature and terms of the Services.
- 10.4 You will indemnify us against all costs (including but limited to, the cost incidental to us enforcing our legal rights against you on a solicitor and client basis), claims and expenses suffered or incurred by us which are directly or indirectly caused by any negligence on your part and/or any failure by you to comply with the Contract or any other applicable terms and conditions.
- 10.5 Our liability is only limited to the Parts and Services we provide under these Service Terms. We disclaim all liability, including any express or implied warranties, whether oral or written for third party products, including the Goods themselves.
- 11. SUBCONTRACTING & ASSIGNMENT**
- 11.1 We may, at our sole discretion, subcontract any or all of our obligations under these our Service Terms or any other agreement you have with us without your consent, provided that we will remain ultimately responsible to you for carrying out the Services.
- 11.2 You may not assign or have someone else perform your side of the agreement with us without our prior written consent to be withheld in our sole discretion
- 12. CANCELLATION OR SUSPENSION OF CONTRACT**
- 12.1 You agree that it is your responsibility to notify us at least 48 hours in advance of a scheduled appointment. If you do not cancel a scheduled appointment within this notice period, we reserve the right to charge you a cancellation fee of 20% of the Contract Price. This fee is applied on the basis of a genuine pre-estimate of our loss as our may not be able to be made available to another customer at the same or any other price, and is not intended to operate as a penalty.
- 12.2 We and you acknowledge that the fee you must pay under clause 10.1: (a) has been agreed in good faith; (b) is not a penalty and represents less than a genuine pre-estimate of our loss in the event that you cancel an order; and (c) is proportionate to the legitimate interests of either party.
- 12.3 If your obligation to pay the fee under clause 10.1 is void, unenforceable, invalid or otherwise inoperative for any reason including because the fees are determined to be a penalty), then we may claim general damages to the extent of our loss.
- 13. INFORMATION AND PRIVACY ACT**
- 13.1 You acknowledge that: (a) Personal information will be collected, held and used in accordance with the our Privacy Policy located at [Jones Services](#) ; and (b) you authorise us to carry out credit checks on you and (where you are a company) your directors, and to provide such information to any external party for credit information and assessment purposes.
- 13.2 You confirm that you have consented to receiving promotional and marketing material from us from time to time by electronic message or other communications. To unsubscribe from our electronic communications use the unsubscribe facility or email us at service@jonesservice.co.nz.
- 13.3 The parties agree to use of information in electronic form and electronic signatures.
- 14. GENERAL**
- 14.1 Force Majeure: We will not be liable for any errors or delay in performing any of our obligations if such errors or delay is caused by circumstances beyond our reasonable control, including but not limited to, acts of God, terrorism, epidemic, pandemic, quarantine, government acts or omissions, strikes, fire, lock-out, flood, drought or storm.
- 14.2 If a provision of the Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality or enforceability of remaining provisions shall not be affected.
- 14.3 These Terms are governed by the laws of New Zealand. We and you submit to the exclusive jurisdiction of the courts of New Zealand. The Contract Price shall be in NZD unless otherwise agreed.
- 14.4 Any failure by us to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor will it affect our right to subsequently enforce that provision.
- 14.5 The Contract may not be varied other than by written amendments signed on behalf of us by our authorized representative.