

# CNS Stainless Surfaces Limited – Terms & Conditions of Trade

1. Definitions	(a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time; and	(iii) any use of any Goods otherwise than for any application specified on a quote or order form;
1.1 "CNS" means CNS Stainless Surfaces Limited, its successors and assigns or any person acting on behalf of and with the authority of CNS Stainless Surfaces Limited.	(b) expand, contract or distort as a result of exposure to heat, cold, weather; and	(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user;
1.2 "Customer" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.	(c) mark or stain or exposed to certain circumstances; and	(v) fair wear and tear, any accident or act of God.
1.3 "Goods" means all Goods or Services supplied by CNS to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	(d) be damaged or destroyed by impact or crash.	(b) the work shall cease and CNS shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without CNS's consent.
1.4 "Price" means the Price payable for the Goods as agreed between CNS and the Customer in accordance with clause 5 below.	Holes, cut or any cutting of the Goods may weaken the strength of the Goods and although it's unlikely, cracking may occur. CNS accepts no responsibility against cracks occurring after such Goods (that are subject to holes and cut outs) are installed unless a toughened glass is used.	(c) in respect of all claims CNS shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
2. Acceptance	9.1 Accuracy of Customer's Plans and Measurements	19.3 For Goods not manufactured by CNS, the warranty shall be the current warranty provided by the manufacturer of the Goods. CNS shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.	CNS shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, CNS accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.	19.4 The conditions applicable to the warranty given on Goods supplied by CNS are contained on the "Warranty Document" that will be supplied with the Goods at the time of delivery/installation.
2.2 These terms and conditions may only be amended with CNS's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and CNS.	9.2 All customary industry tolerances shall apply to the dimensions and measurements of the Goods unless CNS and the Customer agree otherwise in writing.	20. Consumer Guarantees Act 1993
2.3 None of CNS's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of CNS in writing nor is CNS bound by any such unauthorised statements.	10. Access	20.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by CNS to the Customer.
2.4 We recommend regularly cleaning your stainless steel benchtop with warm, soapy water, followed by rinsing with warm clean water, and finish by wiping dry with a clean, absorbent cloth.	10.1 The Customer shall ensure that CNS has clear and free access to the work site at all times to enable them to undertake the Services. CNS shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of CNS.	21. Intellectual Property
2.5 CNS shall not be liable if the Customer does not follow CNS recommendation to:	11. Underground Locations	21.1 Where CNS has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of CNS.
(a) regularly clean the stainless steel benchtop with:	11.1 Prior to CNS commencing any work the Customer must advise CNS of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.	21.2 The Customer shall indemnify CNS to the full extent of all costs, expenses, damages, actions, proceedings, claims, costs, legal expenses, and other expenses (including legal expenses) incurred by CNS in defending any action brought by a third party against CNS in respect of any such infringement.
(i) warm, soapy water;	11.2 CNS will take care to avoid damage to any underground services the Customer agrees to indemnify CNS in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.	21.3 The Customer agrees that CNS may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which CNS has created for the Customer.
(ii) followed by rinsing with warm clean water; and	12. Compliance with Laws	22. Default and Consequences of Default
(iii) finish by wiping dry with a clean, absorbent cloth; and	12.1 The Customer and CNS shall comply with the provisions of all statutes, regulations and by-laws, government, local and other public authorities that may be applicable to the Services.	22.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at CNS's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
(b) because abrasive cleaners or steel wool as nearly all of these products will scratch the bright, polished stainless steel surface. In CNS's experience, it has been found most glass and surface cleaners, together with a non-scratch pad will adequately clean the benchtop.	12.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.	22.2 If the Customer owes CNS any money the Customer shall indemnify CNS from and against all costs and disbursements incurred by CNS in recovering the debt (including but not limited to legal expenses, court fees, stamp duty, legal expenses on a solicitor and own client basis, CNS's collection agency costs, and bank dishonour fees).
3. Electronic Transactions Act 2002	12.3 The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.	22.3 Further to any other rights or remedies CNS may have under this contract, if a Customer has made payment to CNS by credit card, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by CNS under this clause 22 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.
3.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.	13. Title	22.4 Without prejudice to any other remedies CNS may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions, CNS may terminate the supply of Goods to the Customer. CNS will not be liable to the Customer for any loss or damage the Customer suffers because CNS has exercised its rights under this clause.
4. Change in Control	13.1 CNS and the Customer agree that ownership of the Goods shall not pass until:	22.5 Without prejudice to CNS's other remedies at law CNS shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to CNS shall, whether or not due for payment, become immediately payable if:
4.1 The Customer shall give CNS not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other changes in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, or business practice). The Customer shall be liable for any loss incurred by CNS as a result of the Customer's failure to comply with this clause.	(a) the Customer has paid CNS all amounts owing to CNS; and	(a) any money payable to CNS becomes overdue, or in CNS's opinion the Customer will be unable to make a payment when it falls due;
5. Price and Payment	(b) the Customer has met all of its other obligations to CNS.	(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or consents to an arrangement with creditors, or makes an assignment for the benefit of its creditors;
5.1 At CNS's discretion the Price shall be either:	13.2 Receipt by CNS 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.	(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
(a) as indicated on any invoice provided by CNS to the Customer; or	13.3 It is further agreed that:	23. Cancellation
(b) CNS's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	(a) ownership of the Goods passes to the Customer in accordance with clause 13.1 that the Customer is only a bailee of the Goods and must return the Goods to CNS on receipt of notice;	23.1 CNS may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice CNS shall repay to the Customer any money paid by the Customer for the Goods. CNS shall not be liable for any loss or damage whatsoever arising from such cancellation.
5.2 CNS reserves the right to charge the Price:	(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for CNS and must pay to CNS the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;	23.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by CNS as a direct result of the cancellation (including, but not limited to, any loss of profits).
(a) if a variation to the Goods which are to be supplied is requested; or	(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for CNS and must pay or deliver the proceeds to CNS on demand;	23.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
(b) if a variation to the Services originally supplied (including any applicable plans or specifications) is requested; or	(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of CNS and must sell, dispose of or return the resulting product to CNS as it so directs;	24. Privacy Act 1993
(c) where additional Services are required due to the discovery of hidden or unidentified difficulties, including, but not limited to, limitations to accessing the site, obscured building design, safety considerations, prerequisite work by any third party not being completed or hidden pipes and wiring in walls, etc.) which are only discovered on commencement of the Services; or	(e) the Customer irrevocably authorises CNS to enter any premises where CNS believes the Goods are kept and recover possession of the Goods;	24.1 The Customer authorises CNS or CNS's agent to:
(d) in the event of increases to CNS in the cost of labour or Goods, which are beyond CNS's control.	(f) CNS may recover possession of any Goods in transit whether or not delivery has occurred;	(a) access, collect, retain and use any information about the Customer;
5.3 At CNS's sole discretion a non-refundable deposit may be required. The deposit amount or percentage of the Price due will be stipulated at the time of the order of the Goods/Services and shall become immediately due and payable.	(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they retain the property of CNS. CNS may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.	(i) including any overtime times balance information held by the Ministry of Justice to the Customer; and
5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the dates determined by CNS, which may be:	14. Personal Property Securities Act 1999 ("PPSA")	(ii) to the Customer's account in CNS's books and records;
(a) a date specified on any invoice or other form as being the date for payment; or	14.1 Upon agreeing to these terms and conditions in writing the Customer acknowledges and agrees that:	(iii) for the purpose of marketing products and services to the Customer.
(b) before delivery of the Goods;	(a) these terms and conditions constitute a security agreement for the purposes of the PPSA and;	24.2 Where the Customer is an individual the authorities under clause 24.1 are authorities or consents for the purposes of the Privacy Act 1993.
(c) by way of instalments/progress payments in accordance with CNS's payment schedule;	(b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to CNS for Services – that have previously been supplied and that will be supplied in the future by CNS to the Customer.	24.3 The Customer shall have the right to request CNS for a copy of the information about the Customer retained by CNS and the right to request CNS to correct any incorrect information about the Customer held by CNS.
(d) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;	14.2 The Customer undertakes to:	25. Unpaid Seller's Rights
(e) the date specified on any invoice or other form as being the date for payment; or	(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which CNS may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register or Release the Personal Property Securities Register;	25.1 Where the Customer has left any item with CNS for repair, modification, exchange or for CNS to perform any other service in relation to the item and CNS has not received or been paid the whole of any monies owing to it by the Customer, CNS shall have, until all monies owing to CNS have been paid:
(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by CNS.	(b) and/or agree upon demand reimbursement, CNS for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;	(a) a lien on the item; and
5.5 Payment by instalments: CNS may accept payment by cheque, electronic/online banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price) or by any other method as agreed to between the Customer and CNS.	(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of CNS; and	(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to CNS an amount equal to any GST CNS must pay for any supply by CNS under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	(d) immediately advise CNS of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales;	25.2 The lien of CNS shall continue despite the commencement of proceedings, or judgment for any monies owing to CNS having been obtained against the Customer.
6. Provision of the Services	14.3 CNS and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.	26. Construction Contracts Act 2002
6.1 Subject to clause 6.2, it is CNS's responsibility to ensure that the Services start as soon as it is reasonably possible.	14.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.	26.1 The Customer hereby expressly acknowledges that:
6.2 The Services commencement date will be put back and the completion date extended by whatever time is reasonable in the event that CNS claims an extension of time (by giving the Customer a written notice) where completion is delayed by an event beyond CNS's control, including but not limited to any failure by the Customer to:	14.5 Unless otherwise agreed to in writing by CNS, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.	(a) CNS has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer; and
(a) make a selection; or	14.6 The Customer shall unconditionally ratify any actions taken by CNS under clauses 14.1 to 14.5.	(i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer;
(b) have the site ready for the Services; or	15. Security and Charge	(ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
(c) notify CNS that the site is ready.	15.1 In consideration of CNS agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	(iii) the Customer has not complied with an adjudicator's notice that the Customer has given written notice to CNS by a particular date; and
6.3 Delivery ("Delivery") of the Goods is taken to occur at the time that:	15.2 The Customer indemnifies CNS from and against all CNS's costs and disbursements including legal expenses on a solicitor and own client basis incurred in exercising CNS's rights under this clause.	(iv) CNS has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.
(a) the Customer or the Customer's nominated carrier takes possession of the Goods at CNS's address; or	15.3 The Customer irrevocably appoints CNS and each director of CNS as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15, including, but not limited to, signing any document on the Customer's behalf.	(b) if CNS suspends work:
(b) CNS (or CNS's nominated carrier) delivers the Goods to the Customer's nominated carrier or service even if the Customer is not present at the address.	16. Customer's Disclaimer	(i) is not in breach of contract; and
6.4 At CNS's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.	16.1 The Customer hereby disclaims any right to rescind, or cancel any contract with CNS or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by CNS and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.	(ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and
6.5 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then CNS shall be entitled to charge a reasonable fee for redelivery and/or storage.	16.2 CNS has given written notice to the Customer of its intention to terminate the contract, and:	(iii) is entitled to an extension of time to complete the contract; and
6.6 CNS may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	16.3 CNS has given written notice to the Customer of its intention to terminate the contract, and:	(iv) keeps its rights under the contract including the right to terminate the contract, and may, at any time during the existence of the contract, if the payment has not been paid or an adjudicator's determination has not been completed with:
6.7 Any time or date given by CNS to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and CNS will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.	17. Defects	(c) if CNS exercises the right to suspend work, the exercise of that right does not:
7. General Risk	17.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify CNS of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford CNS an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage.	(i) affect any rights that would otherwise be available to CNS under the Contractual Remedies Act 1979; or
7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	17.2 The Customer shall not be accepted for return other than in accordance with 17.1 above.	(ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of CNS suspending work under this provision.
7.2 If it is of the Customer's choosing to receive delivery prior to ownership passing to the Customer, CNS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by CNS is sufficient evidence of CNS's rights to receive the insurance proceeds without the need for any person dealing with CNS to make further enquiries.	18. Returns	27. General
7.3 If the Customer requests CNS to leave Goods outside CNS's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	18.1 Returns will only be accepted provided that:	27.1 The failure by CNS to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect CNS's 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.
7.4 Where the Customer is to supply CNS with any design specifications (including, but not limited to CAD drawings) the Customer shall be responsible for providing accurate data. CNS shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Customer.	(a) the Customer has complied with the provisions of clause 17.1; and	27.2 These 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 Palmerston North Courts of New Zealand.
7.5 Where the Customer or any third party acting on behalf of the Customer has supplied Goods for CNS to complete the Services, the Customer thereby acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the Goods. If the opinion of CNS the Goods are deemed unsuitable for use, then CNS reserves the right to withhold the Services until such time as the Customer authorises CNS in writing to proceed with the Goods supplied and accepts that CNS shall not be responsible for any defects in the Goods or damage to the Goods (or any part thereof), however arising from the use of Goods supplied by the Customer.	(b) CNS has agreed in writing to accept the return of the Goods; and	27.3 CNS shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by CNS of these terms and conditions (alternatively CNS's liability shall be limited to damage which under no circumstances shall exceed the Price of the Goods).
7.6 The Customer acknowledges that in the event asbestos or any other toxic substances are discovered at the worksite that it is their responsibility to ensure the safe removal of the same. The Customer further agrees to indemnify CNS against any costs incurred by CNS as a consequence of such discovery. Under no circumstances will CNS handle removal of asbestos product, unless otherwise agreed between CNS and the Customer.	(c) the Goods are returned at the Customer's cost within fourteen (14) days of the delivery date;	27.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed by CNS to the Customer or any other person for any reason.
7.7 Where CNS is required to install the Goods the Customer warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and CNS shall not be liable for any damage or loss resulting from any defect in the structure or equipment.	(d) CNS will not be liable for Goods which have not been stored or used in a proper manner; and	27.5 CNS may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
7.8 Where the contract does not include installation of Goods by CNS, CNS shall not be liable for any defect or damage resulting from incorrect or faulty installation.	(e) the Goods 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.	27.6 The Customer agrees that CNS may amend these terms and conditions at any time. If CNS makes a change to these terms and conditions, then that change will take effect from the date on which CNS notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for CNS to provide Goods to the Customer.
7.9 Where the Customer requests the re-use of existing Goods or the supply of third-party Goods (including, but not limited to, granite or stainless steel bench tops, appliances, and/or sinks), no responsibility shall be taken by CNS for the appearance, service or performance of the Goods.	18.2 CNS may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of fifteen percent (15%) of the value of the returned Goods plus any freight.	27.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
8. Splashback Risk	18.3 Non-stocklist items or Goods made to the Customer's specifications are under no circumstances acceptable for credit or return.	27.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so. It is not insolvent and that this agreement creates binding and valid legal obligations on it.
8.1 The application of paint on the Goods can reveal small defects in the glass that occur during the manufacture and processing of the Goods. CNS shall not be liable for such defects which can include small scratches, scuff, seeds and/or toughening roller.	19. Warranty	
8.2 Goods may be subject to a plus or minus two millimetre (+/- 2mm) tolerance due to variation in glass thickness and small waves that may result from the toughening process used to produce the Goods. Such variations may be more visible in darker coloured Goods. CNS offers no guarantee to the defects of this nature.	19.1 Subject to the conditions of warranty set out in clause 19.2 CNS warrants that if any defect in any workmanship of CNS becomes apparent and is reported to CNS within twelve (12) months of the delivery date (time being of the essence) then CNS will either (at CNS's sole discretion) replace or remedy the workmanship.	
8.3 The Customer acknowledges that Goods supplied may	19.2 The conditions applicable to the warranty given by clause 19.1 are:	
	(a) the warranty shall not cover any defect or damage which may be caused or partly caused by:	
	(i) failure on the part of the Customer to properly maintain any Goods; or	
	(ii) failure on the part of the Customer to follow any instructions or guidelines provided by CNS; or	

Please note that a larger print version of these terms and conditions is available from CNS on request.