

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	(vi) any use of any Goods otherwise than for any application specified on a quote or order form; or
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	(v) the continued use of any Goods after any defect becomes apparent or would have become apparent if a reasonable prudent operator user; or
1.2	"Customer" means 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 if exposed to certain substances; and	(v) the warranty 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 the Customer's consent.
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 disfigured by impact or scratching.	(b) the warranty 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 the Customer'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.	8.4	(c) in respect of all claims CNS shall not be liable to reimburse the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
2.	Acceptance	9.	19.3
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 or accepts delivery of the Goods.	9.1	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 or not be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
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	19.4
2.3	None of CNS's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressly by the manager of CNS in writing nor is CNS bound by any such unauthorised statements.	10.	20.
2.4	We recommend regularly cleaning your stainless steel benchtop with warm, soapy water, followed by rinsing with clean water, and finish by wiping dry with a clean, absorbent cloth.	10.1	20.1
2.5	CNS shall not be liable if the Customer does not follow CNS recommendation to: (a) regularly clean the stainless steel benchtop with; (i) warm, soapy water; (ii) followed by rinsing with clean water; and (iii) finish by wiping dry with a clean, absorbent cloth; and (b) never use 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.	11.	21.
3.	Electronic Transactions Act 2002	11.1	21.1
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.	11.2	21.2
4.	Change in Control	11.3	21.3
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 change 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.	12.	22.
5.	Price and Payment	12.1	22.1
5.1	At CNS's sole discretion the Price shall be either: (a) as indicated on any invoice provided by CNS to the Customer; or (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.	12.2	22.2
5.2	CNS reserves the right to change the Price: (a) if a variation to the Goods which are to be supplied is requested; or (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the site, obscured building defects, 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 (d) in the event of increases to CNS in the cost of labour or Goods, which are beyond CNS's control.	12.3	22.3
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.	13.	22.4
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: (a) on delivery of the Goods; (b) before delivery of the Goods; (c) by way of instalments/progress payments in accordance with CNS's payment schedule; (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; (e) the date specified on any invoice or other form as being the date for payment; or (f) failing any notice to the contrary, on the date which is seven (7) days following the date of any invoice given to the Customer by CNS.	13.1	22.5
5.5	Payment may be made by cash, cheque, bank cheque, electronic/on-line 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 between the Customer and CNS.	13.2	22.6
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.	13.3	22.7
6.	Provision of the Services	14.	23.
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.	14.1	23.1
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 written notice) where the completion is delayed by an event beyond CNS's control, including but not limited to any failure by the Customer to: (a) make a selection; or (b) have the site ready for the Services; or (c) notify CNS that the site is ready.	14.2	23.2
6.3	Delivery (Delivery) of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at CNS's address; or (b) CNS (or CNS's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the site.	14.3	23.3
6.4	At CNS's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.	14.4	23.4
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.	14.5	23.5
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.	14.6	23.6
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.	15.	24.
7.	General Risk	15.1	24.1
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.	15.2	24.2
7.2	If any of the Goods are damaged or destroyed following delivery but 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.	15.3	24.3
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.	16.	25.
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.	16.1	25.1
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 in the opinion of CNS the Goods are deemed unsuitable for use, then CNS reserves the right to halt 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 Services, any loss or damage to the Goods (or any part thereof), whatsoever arising from the use of Goods supplied by the Customer.	17.	26.
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 in writing by the Customer.	17.1	26.1
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 claims, demands, losses, damages, costs and expenses whatsoever caused or arising in connection with the installation and work incidental thereto.	17.2	26.2
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.	18.	27.
7.9	Where the Customer requests the re-use of existing Goods or the supply of third-party Goods (including, but not limited to, the supply of bench tops, appliances, and/or sinks), no responsibility shall be taken by CNS for the appearance, service or performance of the Goods.	18.1	27.1
8.	Splashback Risk	18.2	27.2
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, scuffs, seeds and/or toughening roller.	18.3	27.3
8.2	Goods may be subject to a plus or minus two millimetres (+/- 2mm) tolerance due to variation in glass thickness and small warts 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 against defects of this nature.	19.	27.4
8.3	The Customer acknowledges that Goods supplied may	19.1	27.5
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Please note that a larger print version of these terms and conditions is available from CNS on request.