



Polar Energi NZ Ltd
41A Birmingham Drive
Middleton, Christchurch

Terms & Conditions

The following terms and conditions apply where Polar Energi NZ Ltd (Polar Energi) supplies goods or services to a person, firm, or company (the client), these terms may be updated periodically, and these terms will apply to all orders placed after they are published on the Polar Energi web site.

1 CONTRACT INFORMATION

A binding contract will form between the parties on notification of the Client's acceptance of quotation or the Client's purchase order.

2. Ownership

Ownership of the goods remains with Polar Energi until payment for the goods is made in full.

3. Price

- (a) All orders for goods and services will be invoiced at the prices set out in the written quotation or the current price list and the client must pay the prices quoted.
- (b) Unless stated otherwise, all prices quoted by Polar Energi are exclusive of GST and other taxes which are payable by the client.
- (c) Unless stated otherwise, all prices quoted by Polar Energi will include transport. Additional carriage charges will be incurred by clients for cylinders, tanks, rural delivery, and shipping to North Island.

4. Terms of Payment

- (a) Payment of goods and or services must be on the terms advised in the quotation or contract, or by prior arrangement with Polar Energi.
- (b) Payment for equipment or services shall be made within 7 working days of the date of invoice, unless prior written arrangement has been made with Polar Energi, clients with agreed credit accounts with Polar Energi must pay in full by the 20th of the month following invoice.
- (c) If full payment is not made by the client on the due date, the client must pay the rate at an equal to 5 % above the current overdraft rate which Polar Energi has with its principal trading bank.
- (d) In the event of overdue accounts any expenses, disbursements and costs incurred by Polar Energi in the enforcement of any rights will be payable by the client, including all legal fees and/or debt collection fees.
- (e) Payments of all monies is to be without set-off or deduction of any kind,

5. Delay & Delivery

- (a) Polar Energi is not liable to the client for any delay or failure to supply goods or services. Dates given by Polar Energi shall be indicative only and shall not be part of the conditions of sale. Polar Energi shall not be liable to the client for loss of revenue or profits or any consequential loss or damages for failure to deliver on any indicative date given.
- (b) Goods and services will be supplied by Polar Energi during regular working hours on regular working days. If for any reason the client requests Polar Energi to supply goods or services outside regular working hours, any overtime or such additional expenses shall be paid by the client at Polar Energi labour rates.

- (c) Extra costs incurred by Polar Energi due to cessation of work, increased work occasioned by the client's instruction or lack of clear instructions, mistakes (other than by Polar Energi), or work for which Polar Energi is not responsible shall be reimbursed by the client on an invoice.
- (d) Claims and loss in transit shall be made under the Carriage of goods act 1979

6. Variation

Polar Energi reserves the right to revise at any time of the quantity or type of goods or services supplied to the client if it believes that other goods or services supplied by Polar Energi can fulfil the same function.

7. Limitation of Liability

Polar Energi applies the warranty of the manufactures of the goods sold to the client, provided the Clients claim is within the provisions of the manufacturer's warranty in relation to the goods sold to the Client, Polar Energi shall, in its discretion, repair or replace defective goods, or refund the purchase price to the client, provided:

- (a) The goods have not been used incorrectly or misused by the client; and
- (b) The Client has supplied the date and the invoice relating to the goods when requested to do so by the Polar Energi.
- (c) To the full extent permitted by law, Polar Energi will in no circumstances be liable to the client for any loss, damage, or expense, sustained or incurred, by the client or any other party, whether directly or indirectly, special, or consequential, arising directly or indirectly out of any negligence by Polar Energi. This includes the supply performance or use of any goods or service, Polar Energi the supply and performance or use of any goods or services. Polar Energi's liability to the client, if any, in contract, tort or otherwise, will be reduced by the extent to which the client contributed to the loss.

8. Credit Information

The client consents to Polar Energi making enquiries of, obtaining any information from and providing information to, any financier or credit rating agency about the financial standing and credit worthiness of the client.

9. Loss or Damaged goods

Polar Energi is not liable for any loss or damage to goods or equipment on the client's site. Any costs arising from loss or damage to goods or equipment on the client's site must be paid by the client.

10. Claims

Goods supplied shall be examined by the client promptly on delivery. To the full extent permitted by the law Polar Energi will recognise no claims unless the claim is made within 5 working days after delivery of the goods to which the claim relates.

11. Return of goods

- (a) Goods may be returned for credit as follows:
 - i. They are not compatible with the description under which they were sold.
 - ii. They are not of merchantable quality.
 - iii. They are not fit for purpose for the intended use.
- (b) The Client must seek Polar Energi's approval before returning any goods.

12. Warranties

- (a) When purchasing a heat appliance, you acknowledge that the appliance must be installed as prescribed and correctly commissioned at the time of installation and you acknowledge that this appliance requires annual servicing under the terms of warranty.
- (b) You understand that you have an obligation to advise your customer about the need servicing and its importance in the event of a warranty claim.
- (c) To claim under warranty claims must be made without delay, and formally approved.
- (d) In all cases warranty excludes failure through incorrect installation, misuse, negligence, or unauthorised modification. Polar Energi do not cover any claim for damage attributable to Sulphurous or salty coastal environments.
- (e) Polar Energi accepts no liability for secondary damage to a building structure, furnishings, decoration, or possessions resulting from a product failure. Our guarantees extend to the item only as originally supplied.
- (f) Polar Energi will endeavour to investigate, establish, and approve all claims promptly. In the case where parts are returned for assessment, we will respond within 5 working days of receipt of returned components. Our warranty does not exclude the statutory rights of the end user.

13. Entire Agreement

No Waiver change or modification of any of these conditions or any additional terms and conditions shall be binding on Polar Energi unless in writing signed by an authorized officer of Polar Energi.

14. Governing Law

These terms shall be governed by New Zealand Law.

15. Privacy Policy

Polar Energi recognises the importance of protecting your privacy. We comply with our obligations under the Privacy Act 1993 when dealing with personal information.

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