

# TEMPRITE INDUSTRIES (NEW ZEALAND) LIMITED

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## **TERMS & CONDITIONS OF TRADE**

Version 2.1 - October 2026

These Terms & Conditions apply to goods and services supplied by Temprite Industries (New Zealand) Limited ("Temprite"). Our aim is to provide quality heating, air conditioning, refrigeration, ventilation and associated services while making it clear from the outset what our customers can expect from us and what we require from our customers.

### **1. Acceptance of our Terms**

By accepting a Temprite quotation, the Customer confirms that they have received and agree to these Terms & Conditions of Trade attached to the quotation. Where services are requested without a formal quotation, including service, maintenance, breakdown and diagnostic work, Temprite's standard service charges and applicable trading terms will apply to the extent permitted by law.

These Terms form part of the agreement between Temprite and the Customer together with the applicable quotation, work order, invoice or other written agreement.

Where a quotation contains specific terms that differ from these general Terms, the specific terms stated in the quotation will apply to that particular work.

### **2. Quotations**

Unless otherwise stated, Temprite quotations are valid for 14 days from the date of issue.

A quotation is based on the information reasonably available to Temprite at the time and covers only the goods and services specifically described in the quotation.

Unless expressly included, a quotation does not include additional work arising from concealed or unforeseen conditions, existing defects, inaccessible services, structural issues, asbestos or hazardous materials, defective or inadequate electrical supplies, switchboards or wiring, underground services, existing drainage issues, or work required as a result of other trades.

Any such additional work may be treated as a variation and charged separately.

### **3. Variations and Additional Work**

Any work requested by the Customer outside the quoted scope will be treated as a variation.

Variations may also arise where additional work becomes reasonably necessary due to circumstances that could not reasonably have been identified before work commenced.

Except in an emergency or where immediate work is reasonably necessary for safety or to prevent damage to property or equipment, Temprite will seek the Customer's approval before undertaking a material variation. Where practicable, Temprite will advise the Customer of the expected additional cost before proceeding.

Where immediate work is reasonably necessary to make the site or equipment safe or to prevent immediate damage to property or equipment, Temprite may undertake reasonable additional work without prior approval and charge accordingly.

Variations may be authorised in writing, electronically or verbally by the Customer or an authorised representative of the Customer.

### **4. Authorised Representatives**

Where the Customer introduces or allows another person to deal with Temprite on their behalf, including an employee, property manager, tenant, builder, project manager or other representative, Temprite may reasonably rely on that person's instructions unless the Customer has advised Temprite otherwise.

The Customer is responsible for the reasonable costs of work or variations authorised by their representative.

### **5. Service Calls and Diagnostic Work**

A request for Temprite to attend a site constitutes authority for Temprite to undertake reasonable initial inspection and diagnostic work and to charge the applicable call-out, travel and labour charges.

A diagnostic or service attendance is a chargeable service and does not guarantee that the fault will be identified or repaired during the first visit. Rectifying one fault may reveal additional faults that could not reasonably have been identified beforehand.

Charges apply for time reasonably spent inspecting, testing, fault-finding and diagnosing equipment regardless of whether the fault can be repaired during that visit; the Customer subsequently chooses not to proceed with the repair; replacement parts are required; further diagnostic work is required; or the equipment is found to be beyond economical repair.

Unless specifically included, quoted repair costs do not include additional faults subsequently discovered. Where diagnosis reasonably indicates that a component or part requires replacement and the Customer authorises that work, the authorised part and associated labour remain chargeable even if further faults are subsequently identified, except where Temprite is responsible for the incorrect diagnosis or the Customer has a remedy under applicable law.

Pressure testing, leak detection, electrical testing, dismantling equipment and other specialist diagnostic procedures may incur additional labour and material charges.

## **6. Call-Outs, Travel and After-Hours Work**

Temprite may charge applicable call-out, labour, vehicle, mileage and travel charges for service work.

Work requested outside Temprite's normal business hours will be charged at Temprite's applicable after-hours rates, including any applicable minimum call-out charge.

## **7. Public Holiday / Statutory Day Call-Outs**

Where the Customer requests Temprite to attend or undertake work on a New Zealand public holiday, the work will be charged at Temprite's applicable public holiday/statutory day rates, including any applicable minimum call-out charge.

Where reasonably practicable, the Customer will be advised of the applicable rate before attendance.

Where work extends from normal hours into an after-hours or public-holiday period, Temprite may apply the appropriate rate to the time worked during that period.

## **8. Refrigeration and Refrigerant Work**

Unless expressly included in a quotation, refrigerant, leak detection, pressure testing, evacuation, recovery, charging and associated materials are additional chargeable items.

Where equipment is found to have lost refrigerant, Temprite may recommend leak detection or pressure testing before refrigerant is added.

Repairing one identified refrigerant leak does not guarantee that another leak is not present or will not subsequently develop.

Where Temprite considers equipment uneconomic, unsafe or impractical to repair, Temprite may recommend replacement rather than further diagnostic or repair work. Diagnostic work already undertaken remains chargeable.

## **9. Existing Equipment and Installations**

Where Temprite services, repairs, modifies or connects to existing equipment or services, Temprite is responsible only for the work it undertakes.

Temprite is not responsible for pre-existing faults, defects or non-compliant work, or subsequent failures of components, equipment, wiring, pipework, ductwork, drains or other services that Temprite did not supply or cause to fail.

The discovery of an additional fault following a repair does not necessarily mean that the original diagnosis or repair was incorrect.

## **10. Corrosion and Environmental Conditions**

Heating, cooling, refrigeration and electrical equipment may be affected by environmental conditions.

Unless otherwise expressly agreed, Temprite is not responsible for deterioration or failure caused by environmental factors outside Temprite's control, including geothermal gases, hydrogen sulphide, sulphur, salt, chemicals, moisture, airborne contaminants or other corrosive environments.

Any corrosion treatment or protective coating supplied by Temprite is intended to help reduce corrosion but does not guarantee that corrosion will not occur.

## **11. Condensate and Drainage**

Air conditioning and refrigeration equipment produces condensate as part of normal operation.

Temprite will take reasonable care when installing or connecting condensate drainage. Temprite is not responsible for failures, blockages or defects in existing drains, pipework or drainage systems not supplied by Temprite.

Routine cleaning and maintenance of condensate systems may be required and is the Customer's responsibility unless covered by a maintenance agreement.

## **12. System Performance**

Equipment recommendations and system designs are based on information and conditions reasonably available to Temprite at the time.

Actual performance may be affected by factors including outdoor temperature, building construction, insulation, glazing, occupancy, doors and windows, equipment use and other heat loads.

Temprite does not guarantee a particular operating cost, electricity consumption or room temperature unless expressly stated in writing.

## **13. Customer-Supplied Equipment**

Where Temprite agrees to install equipment or materials supplied by the Customer or another party, the Customer is responsible for ensuring that they are suitable and compatible with the intended application.

Temprite is not responsible for defects, performance, suitability or manufacturer warranty of customer-supplied equipment.

Additional labour arising from incorrect, defective or incompatible customer-supplied equipment may be charged to the Customer.

## **14. Site Access and Safety**

The Customer must provide Temprite with safe and reasonable access to the site and equipment at the agreed time. If an appointment has been arranged and Temprite cannot gain access, or the Customer cancels without reasonable notice, Temprite may charge a reasonable call-out or cancellation fee reflecting costs incurred.

Temprite may stop, postpone or refuse work where its employees or contractors reasonably consider conditions unsafe, including unsafe electrical installations, asbestos, hazardous substances, unsafe roof access or unsafe structures.

Any additional work required to make the site safe may be quoted or charged separately.

## **15. Delays**

Any commencement or completion date provided by Temprite is an estimate unless expressly agreed otherwise in writing.

Temprite will not be responsible for reasonable delays caused by circumstances outside its control, including supplier or freight delays, equipment shortages, weather, other contractors, site access, Customer delays or unforeseen site conditions.

## **16. Deposits and Progress Payments**

Temprite may require a deposit before ordering equipment, allocating labour or commencing work.

Temprite may also issue progress invoices for equipment ordered or supplied, materials delivered, work completed and authorised variations.

Failure to pay a deposit or progress payment when due may result in work being postponed or suspended.

## **17. Payment**

Payment is due on the date specified on Temprite's invoice.

Approved account customers are subject to their agreed account terms.

The Customer must notify Temprite promptly if an invoice is disputed and identify the amount and reason for the dispute.

Where only part of an invoice is genuinely disputed, the undisputed amount remains payable by the due date, subject to any rights the Customer may have under applicable law.

## **18. Ownership of Goods**

**All goods, equipment, products and materials supplied by Temprite remain the property of Temprite Industries (New Zealand) Limited until all amounts owing in respect of those goods and associated services have been paid in full.**

Until ownership passes, the Customer must not sell, dispose of, encumber or otherwise part with the goods except with Temprite's written consent.

The Customer agrees that Temprite may exercise any rights available to it under the Personal Property Securities Act 1999 (PPSA).

Where appropriate, the Customer agrees to provide information and assistance reasonably required by Temprite to register or maintain a security interest on the Personal Property Securities Register.

## **19. Returns, Restocking and Freight**

Goods will only be accepted for return with Temprite's prior approval and subject to the supplier accepting the return.

Where a return is accepted for reasons other than a defect or other matter for which Temprite is legally responsible, the Customer is responsible for reasonable costs associated with the return, which may include return freight, supplier restocking fees, handling costs and other reasonable costs incurred by Temprite.

Goods must be returned unused, undamaged and, where applicable, in their original packaging.

## **20. Special-Order Goods and Cancellation**

Equipment, parts or materials specifically ordered for a Customer, manufactured to order or not normally stocked by Temprite may be non-returnable and non-refundable once ordered, subject to applicable law.

If the Customer cancels work after equipment or materials have been ordered or work has commenced, the Customer will be responsible for reasonable costs already incurred by Temprite, including work completed and any supplier cancellation, freight or restocking charges.

## **21. Warranties**

Goods supplied by Temprite may also be covered by the applicable manufacturer's warranty. Manufacturer warranties are additional to, and do not replace, any rights the Customer may have against Temprite under applicable New Zealand law.

Temprite will provide any workmanship warranty expressly stated in the quotation or otherwise required by law.

Manufacturer warranties are subject to the manufacturer's terms and conditions and may exclude matters such as lack of maintenance, misuse, environmental corrosion, external damage, power supply issues or unauthorised modification.

A manufacturer's warranty does not necessarily cover Temprite's labour, travel, access equipment, freight or other costs associated with diagnosing, removing or replacing a product. Attendance, diagnosis, travel and labour may therefore be chargeable unless the fault is confirmed as covered by Temprite's workmanship obligations, the manufacturer's warranty covers those costs, Temprite agrees otherwise, or Temprite is responsible under applicable law.

Nothing in these Terms excludes any warranty or remedy that cannot lawfully be excluded.

## **22. Maintenance**

Heating, air conditioning, refrigeration and ventilation equipment requires appropriate maintenance.

Failure to clean filters, coils, drains and other components or otherwise maintain equipment in accordance with manufacturer requirements may affect performance, equipment life and warranty coverage.

Maintenance is not included unless specifically stated in the quotation, service agreement or maintenance contract.

### **23. Overdue Accounts**

Where an invoice remains unpaid after its due date, Temprite may, to the extent permitted by law, charge reasonable interest or late-payment charges at the rate advised by Temprite; recover reasonable debt collection and legal costs incurred in recovering overdue amounts; and suspend further work or supply until overdue amounts are paid.

### **24. Consumer Guarantees Act**

Nothing in these Terms is intended to exclude, restrict or modify rights available to a consumer under the Consumer Guarantees Act 1993 or other legislation where those rights cannot lawfully be excluded.

Where both Temprite and the Customer are in trade, the goods or services are supplied and acquired in trade, this agreement is in writing, and it is fair and reasonable for the parties to contract out of the Consumer Guarantees Act 1993, the parties agree that the Act will not apply to the extent permitted by law.

### **25. Limitation of Liability**

To the maximum extent permitted by law, and subject to any rights or remedies that cannot lawfully be excluded, Temprite will not be liable for indirect or consequential loss, including loss of revenue, profit, production, stock or business opportunity, arising from the supply or failure of goods or services.

Nothing in these Terms excludes, restricts or limits any liability, right or remedy where doing so would be unlawful, including any non-excludable rights of a consumer.

### **26. Construction Contracts Act**

Where the Construction Contracts Act 2002 applies to work undertaken by Temprite, nothing in these Terms limits Temprite's rights under that Act, including rights relating to payment claims, adjudication and suspension of work.

### **27. Privacy**

Temprite may collect and use Customer information reasonably required to provide goods and services, administer accounts, assess credit, recover debts and comply with its legal obligations.

Personal information will be handled in accordance with applicable New Zealand privacy law.

### **28. General**

Temprite may engage suitably qualified employees, subcontractors and specialist contractors to undertake all or part of the work.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to apply.

These Terms and any contract between Temprite and the Customer are governed by New Zealand law.