



## Fujitsu Heat Pump Promotional Offer Terms and Conditions

Promotional offer is only valid until 31st March 2012.

Price includes GST and standard installation. Special terms and conditions apply and an installation assessment is required. Refer below to installation requirements. Additional installation costs may apply.

The winner of the prize draw will receive an installed ASTG09 unit. This does not include:

Any Fujitsu optional accessories purchased in conjunction with the promotion.

Any additional installation costs incurred outside the standard installation included in the price.

Laser Group Services standard terms and conditions for service apply. Refer Laser Group standard terms and conditions below.

Finance is available for up to three years. Finance is provided by Gilrose Finance Company Limited and credit criteria and conditions apply:

Applies to Gilrose Finance Company Limited interest free fixed instalment contracts and is available on all products \$500 and over.

Instalment payments required throughout the interest free period.

Repayments are calculated up to a total of 36 months.

A booking fee of \$50.00, a \$4.40 credit check fee and a monthly account keeping fee of \$2.75 apply. All fees are included in the monthly rate. These fees are indicative and subject to change. See Gilrose for more information.

Laser Group Services and Gilrose Finance Company Limited reserve the right to reject any applicant who does not meet Laser Group Services and Gilrose Finance Company Limited payment, credit or other criteria.

Gilrose Finance Company Limited standard terms and conditions for service apply (available at [http://www.gilrose.co.nz/acrobat/Credit\\_Contract\\_Terms\\_Conditions.pdf](http://www.gilrose.co.nz/acrobat/Credit_Contract_Terms_Conditions.pdf)).

A site assessment will be performed for each Fujitsu heat pump unit installation to determine suitability of the property to install the heat pump unit, specify the correct size of heat pump unit required and determine any additional installation cost to be incurred over and above the standard installation included in the price.

A written quote will then be provided based on the site assessment and include any additional installation cost based on the following terms and conditions. The quote must be accepted by the customer before installation work commences.

Price includes GST and standard installation and applies to the ASTG12LC Fujitsu heat pump units only. Standard installation applies to residential homes only and excludes commercial installations.

Price is based on installation within 20km of the nearest Laser Electrical Member. Installation outside this region will incur additional vehicle and travel time costs. Extra travel will be charged at \$1.50 per km.

Price is for a single level property only. Additional labour and materials may be required for multi level properties at an additional cost.

Includes new homes under construction.

Price does not cover any required building consent or resource management consent approvals.

There is adequate access to the ceiling and or floor areas to facilitate all work including electrical wiring.

There is sufficient electrical mains capacity at the main switch board.

The ceiling height is no more than 2.4 metres.

There is adequate space for mounting the outdoor compressor unit to comply with Fujitsu requirements.

Standard installation allows for the easiest pipe routes available that may include surface mounted pipe work.

Fujitsu heat pump optional accessories are available at normal recommended retail price plus installation cost.

Drainage pumps are at an additional cost.

Any and all warranties (whether express or implied) given in relation to the installation of the Fujitsu heat pump ASTG12LC units, and any associated works and its performance is solely between the installer, namely Laser Group Services Limited or their sub contractor and the purchaser.

All works will be actioned in a tradesman like manner and completed in accordance with the appropriate codes of practice and local authority requirements.

Other systems to suit all home sizes and applications are available upon request.

Fujitsu heat pump unit standard installation covers:

Supply and installation of one ASTG12LC Fujitsu Heat Pump Hi Wall Inverter unit.

Full Manufacturers warranty. Six years parts and labour.

A maximum of 5 metre pre-insulated Copper Tube between the indoor and outdoor unit.

A maximum of 10 metre of 2.5mm twin and earth TPS from the indoor unit to the switchboard or other suitable power supply.

A maximum of 5 metre of control cabling between the indoor and outdoor unit.

A maximum of 5 metre of drainage pipe from the indoor unit to outside.

Suitable mounting materials and methods to suit application.

A maximum of 5 metre of pipe cover duct.

A MCB for din rail mounting where required.

Commissioning and testing of the heat pump.

No allowances have been made for:

Upgrading the switchboard if required.  
Supply or installation of a drainage pump if required.  
Additional fixing requirements for the indoor unit i.e. nogging.  
Excavating to sit the compressor on a level surface.  
Wall mounting the compressor.

## Laser Group Services Ltd Terms and Conditions for service

### **1. DEFINITIONS**

- 1.1 "Laser" shall mean Laser Group Services Ltd, Laser Electrical Group Ltd &/ or Laser Plumbing Group Ltd, or any agents, members or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Laser.
- 1.3 "Goods" shall mean:
  - 1.3.1 all Goods of the general description specified on the front of this agreement and supplied by Laser to the Customer; and
  - 1.3.2 all Goods supplied by Laser to the Customer; and
  - 1.3.3 all inventory of the Customer that is supplied by Laser; and
  - 1.3.4 all Goods supplied by Laser and further identified in any invoice issued by Laser to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
  - 1.3.5 all Goods that are marked as having been supplied by Laser or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Laser; and
  - 1.3.6 All of the Customer's present and after-acquired Goods that Laser have performed work on or to or in which goods or materials supplied or financed by Laser have been attached or incorporated.
  - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Goods and Services" shall mean all goods, products, services and advice provided by Laser to the Customer and shall include without limitation all contracting and maintenance services and the supply of components and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Goods and Services by Laser to the Customer.
- 1.5 "Price" shall mean the cost of the Goods and Services as agreed between Laser and the Customer and includes all disbursements eg charges Laser pay to others on the Customer's behalf subject to clause 4 of this contract.

### **2. ACCEPTANCE**

- 2.1 Any instructions received by Laser from the Customer for the supply of Goods and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

### **3. COLLECTION AND USE OF INFORMATION**

- 3.1 The Customer authorises Laser to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Goods and Services provided by Laser to any other party.
- 3.2 The Customer authorises Laser to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

### **4. PRICE**

- 4.1 Where no price is stated in writing or agreed to orally the Goods and Services shall be deemed to be sold at the current amount as such Goods and Services are sold by Laser at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods and Services that is beyond the control of Laser between the date of the contract and delivery of the Goods and Services.

### **5. PAYMENT**

- 5.1 Payment for Goods and Services shall be made in full on or before the 20<sup>th</sup> day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Laser in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

### **6. QUOTATION**

- 6.1 Where a quotation is given by Laser for Goods and Services:
  - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
  - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
  - 6.1.3 Laser reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Goods and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods and Services.



## **7. RISK**

- 7.1 Risk in any Goods and Services supplied by Laser shall pass when the Goods and Services are delivered to the Customer and it shall be the Customer's obligation to insure the Goods and Services from that time.

## **8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)**

- 8.1 Title in any Goods supplied by Laser passes to the Customer only when the Customer has made payment in full for all Goods provided by Laser and of all other sums due to Laser by the Customer on any account whatsoever. Until all sums due to Laser by the Customer have been paid in full, Laser has a security interest in all Goods.
- 8.2 If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with Laser until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to Laser as security for the full satisfaction by the Customer of the full amount owing between Laser and Customer.
- 8.3 The Customer gives irrevocable authority to Laser to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after default by the Customer or before default if Laser believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. Laser shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Laser may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as Laser reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4 Where Goods are retained by Laser pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 8.5 The following shall constitute defaults by the Customer:
- 8.5.1 Non payment of any sum by the due date.
  - 8.5.2 The Customer intimates that it will not pay any sum by the due date.
  - 8.5.3 Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.
  - 8.5.4 Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to Laser remains unpaid.
  - 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
  - 8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
  - 8.5.7 Any material adverse change in the financial position of the Customer.

## **9. SECURITY INTEREST FOR SERVICE PROVIDERS**

- 9.1 The Customer gives Laser a security interest in all of the Customer's present and after-acquired property that Laser has performed services on or to or in which goods or materials supplied or financed by Laser have been attached or incorporated.

## **10. DISPUTES**

- 10.1 No claim relating to Goods and Services will be considered unless made within seven (7) days of delivery.

## **11. LIABILITY**

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Laser which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Laser, Laser's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 11.2 Except as otherwise provided by clause 11.1 Laser shall not be liable for:
- 11.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Goods and Services by Laser to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by Laser to the Customer; and
  - 11.2.2 The Customer shall indemnify Laser against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Laser or otherwise, brought by any person in connection with any matter, act, omission, or error by Laser its agents or employees in connection with the Goods and Services.

## **12. WARRANTY**

- 12.1 Manufacturer's warranty applies where applicable.

## **13. CONSUMER GUARANTEES ACT**

- 13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods and Services from Laser for the purposes of a business in terms of section 2 and 43 of that Act.

## **14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**

- 14.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Laser agreeing to supply Goods and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Laser the payment of

any and all monies now or hereafter owed by the Customer to Laser and indemnify Laser against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

#### **15. MISCELLANEOUS**

- 15.1 Force Majeure, Laser shall not be liable for delay or failure to perform its obligations directly or indirectly if the cause of the delay or failure is beyond our control including "acts of god", wars or failure of third parties such as suppliers or subcontractors.
- 15.2 Failure by Laser to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Laser has under this contract.
- 15.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.4 Governing Law, these terms and conditions of trade shall be governed by the laws of New Zealand.
- 15.5 Reference to any Statutes includes any later amendments or changes to those Statutes.

#### **16. LIEN**

- 16.1 The customer hereby acknowledges that Laser has a Lien over all goods in its possession belonging to the Customer to secure payment of any or all amounts outstanding from time to time.

#### **17. CANCELLATION**

- 17.1 Orders placed with Laser cannot be cancelled without the written approval of Laser. In the event that Laser accepts the cancellation of any order placed, it shall be entitled to charge a reasonable fee for any work done on behalf of Laser to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
- 17.2 Laser reserves the right to cancel the order at any time by Laser giving the Customer written notice. The Customer shall indemnify Laser against all claims and loss of any kind whatsoever however caused or arising as a result of this clause brought by any person in connection with any cancellation by Laser its agents or employees in connection with the cancelled Goods and Services.

#### **18. INTELLECTUAL PROPERTY**

- 18.1 All quotes, plans and other material supplied by Laser contain intellectual property that cannot be copied or given to other parties without the written consent of Laser. Laser reserves the right to charge a consultancy fee and the customer agrees to pay the consultancy fee for misuse of this material.