

TERMS & CONDITIONS



TERMS OF PAYMENT

Once the invoice has been settled in full, we will send your Tubby Tubs product to you.

LEAD TIMES

We will provide you with an estimated date of arrival upon confirmation of your order. Delays do not constitute a breach of contract and Tubby Tubs Limited is not liable or responsible for any disruptions or costs incurred.

If you request that an order, be held or delayed less than 10 business days before scheduled completion, delivery, or collection, this shall incur a warehouse stocking fee.

DELIVERY

Delivery & freight rates for each region outlines on Tubby Tubs website
You are also responsible for checking that all goods are inspected upon arrival; we must be notified of any delivery damage within 5 business days from the delivery date (all Tubby Tubs products are subject to inspection upon deliver) – this is so we can take immediate action to help.

Tubby Tubs does not offer storage facilities for orders once manufactured. If you request that an order, be held or delayed less than 14 days before scheduled completion, delivery, or collection, this will incur a warehousing fee.

APPLICATION OF TERMS

1.1 These terms of trade apply to all of the supplies of goods and services from Tubby Tubs Limited (“We” or “Us”) to the customer (“You”). Your acceptance of any goods or services from us indicates your continuing acceptance of these terms of trade.

1.2 You may have additional rights under the Consumers Guarantees Act 1993.

WARRANTY

A natural feature of cedar is the varying colours, grains, and textures. Splits and cracks may develop as it responds to the environment, these are not to be considered a fault or flaw and will not compromise the construction of any Tubby Tubs product.

It is advised to oil your cedar at least once a year, depending on how dry the environment is.

For example, here in the South Island oiling twice a year (every six months) would be our recommendation.

If any such defect should occur the purchaser shall inform Tubby Tubs Ltd New Zealand or its representative by notice in writing seven days of such defect, any such notice is required to set out the exact nature of the defect and the circumstances in which it was noticed.

We ensure the quality of our design and workmanship and all our products and expect them to provide a lifetime of enjoyment.

Our stainless-steel inner (barrel) is covered by a 50-year warranty. All our other parts come with a 2-year manufacturer's warranty for parts and labour against defects and failure when used in normal practice according to our recommendations.

DELIVERY

2.1 You are responsible for insurance and risk in the goods from the time you receipt the goods from our freight provider.

2.2 You agree to pay all delivery costs. If we deliver any order in instalments, then each delivery is a separate contract on these terms.

2.3 You do not have the right to possess the goods until they are delivered to you or collected by you. If you ask us to deliver goods to another person or another person collects the goods on your behalf, that person takes possession of the goods for you as your agent, and you are still directly responsible to us on these terms.

2.4 All claims for shortage or delivery damage must be made to the carrier and us within five business days after the delivery date, or in the case of non-delivery, within two business days of the due date for delivery.

2.5 We will use our best efforts to deliver goods or perform services promptly but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance.

1.2 You may have additional rights under the Consumers Guarantees Act 1993.

PRICES

3.1 Prices for goods or services are those stated on our website or otherwise in force at the date when you placed the order unless agreed in writing before you place an order. Prices are subject to alteration without notice.

3.2 Unless we state otherwise **in writing**, quoted prices are inclusive of GST and are valid only for the time stated on any quotation, or if no time is stated, on the date of quotation only.

3.3 You must pay goods and services tax and any other government duties, levies, or taxes regarding the goods or services.

3.4 Orders may be cancelled **only** if we agree **in writing** to the cancellation and have not processed the order. We may charge you a cancellation fee.

PAYMENT

4.1 Unless we have agreed in writing to extend credit to you, you must pay for all goods in full before delivery or collection. You must pay a deposit of 50% of the sale price of the goods when you place an order with us.

4.2 Where we have agreed in writing to extend credit to you, and unless otherwise advised to you in writing and signed by us, you must pay in full, without deduction or set-off, within 7 days of the date of invoice unless otherwise agreed in writing.

Your payment is made **only** when funds have fully cleared through the banking system into our bank account.

4.3 If you have not paid in full by the due date, you will forfeit any discounts which we may have offered to you, and we may place you on stop credit.

4.4 If you have not paid in full within thirty days after the date of invoice, we may charge you interest compounding monthly on the unpaid overdue balance at a rate of 5% per annum above the current overdraft rate charged by our bankers. We may charge costs (including collection costs and legal costs on a solicitors/client basis) and suspend delivery of other goods or performance of our services until your account is paid in full.

4.5 Payments which you make to us will be applied first to any amount owing in respect of services and then to pay for goods supplied by Tubby Tubs.

4.6 Property and ownership of goods, whether in original form or incorporated in, commingled with, or attached to another product, will not pass to you but will remain with us until we receive payment in full of the purchase price of the goods and all other amounts that you owe us for any reason.

4.7 Until property passes to you, any goods and proceeds of any kind should be held in trust in a fiduciary capacity as bailee and stored in a manner to enable them to be identified and cross-referenced to the particular invoices.

4.8 You must not resell or part with possession of any goods that we supply for your use before paying for it in full unless we have given you written consent.

4.9 If you have not paid for goods and we reasonably believe that they have been or will be destroyed, damaged, disposed of, sold, endangered, removed or concealed, that you

are or will be in breach of any parts of this clause four; our agent or we may enter your premises without further notice and remove any goods which are our property, using such force as is necessary and without prejudice to our rights.

4.10 Where you acquire goods from us for personal, domestic or household use, nothing in this clause four will limit or derogate from rights you may have under the Credit Repossession Act, and we will comply with that act in exercising our powers under this clause.

4.11 You indemnify us against all costs and claims regarding our exercise of rights under clause four.

LIMITATION OF LIABILITY

5.1 We will not be liable for any losses of any kind or any delay in supplying goods or services caused in whole or in part by circumstances beyond our reasonable control. We will not be liable for any losses or costs incurred due to any user of any product suffering any injury, medical condition or death while using the goods supplied by us.

5.2 We are not liable for any losses of any kind caused by your failure to comply with operating instructions for any goods sold by us. In particular, and without limitation, we will not be liable if you;

- a) Empty the ash box for the hot tub until the contents are completely cold, including disposing of the ashes in a metal ash bucket or metal container and leaving the ashes in the container for at least a week before disposal;
- b) Situating the hot tub or cooker in such a position where the ash box does not open out onto burnable fuel – a concrete pad or gravel is recommended;
- c) Use the hot tub or cooker as a portable unit, or otherwise use or transport them in such a way that hot ash may blow out in transit;
- d) Do not comply with the Fencing of Swimming Pools Act 1987 or any other relevant legislation;
- e) Do not comply with the safety precautions listed in the Schedule when using the hot tub;
- f) Site the hot tub where sparks from it could cause a fire. The hot tub does generate sparks and hot embers, and you must place the hot tub in a position where any sparks or embers generated by it will not cause a fire. We are not liable for any losses, damage or costs arising from a fire caused by sparks or embers generated from the hot tub.

5.3 Subject to clauses 7.1 and 7.2, our liability shall be limited to the value of defective goods or services supplied, and none of us, our employees, contractors or agents or any of their materials or components, or any supplies or services, will be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This limitation of liability includes, but is not limited to costs (including costs of returning goods to us or returning to the manufacturer), indirect or consequential loss, loss of contracts, loss of products, damage caused by or arising from delays in delivery, or faulty or delayed installation, unreasonable use, negligence (including a failure to do something that should have been done or to prevent something from happening), defective specifications in design, or faulty materials or components of the goods.

PERSONAL INFORMATION

8.1 We will use any personal information you supply for credit, administration, service and marketing purposes. You have the right of access to and to ask for the correction of your personal information.

8.2 You authorise any person or company to provide us with any information we may require in response to your application for credit and/or other enquiries, and you permit us to search the Personal Property Securities Register for any information about you or (in the case of a company) your parent or associated companies.

GENERAL CONDITIONS

9.1 We may change these terms of trade from time to time by notice to you in writing, which may be by email.

9.2 If we fail to enforce any terms or exercise any right under these terms of trade at any time, we have not waived that right.

9.3 You may not assign or sub-contract any of your rights or obligations under these terms of trade.

9.4 If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect, and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.

9.5 Any agreement between us is governed by the laws of New Zealand.

9.6 Any dispute is subject to the exclusive jurisdiction of the New Zealand Courts.

GENERAL SAFETY PRECAUTIONS

It is vital that you read and understand the following warnings and precautions before using or allowing someone else to use your new hot tub. Doing so will ensure that you get the most out of your investment.

1. Water temperature above 38 degrees celsius may be injurious to your health.
2. Before entering the hot tub, measure the water temperature with an accurate thermometer. Prolonged Tubby Tubsing in temperatures above 38 degrees celsius may cause drowsiness, fainting and may induce hyperthermia. Hyperthermia occurs when the body's internal temperature reaches a level several degrees above the average body temperature of 37 degrees Celsius. The symptoms of hyperthermia include an increase in the internal temperature of the body, dizziness, lethargy, drowsiness, and fainting. The effects of hyperthermia include failure to perceive heat, failure to recognise the need to exit the hot tub, unawareness of impending hazards, foetal damage in pregnant women, physical inability to exit the hot tub, and unconsciousness resulting in danger of drowning.
3. To avoid unconsciousness and possible drowning, do not use drugs or alcohol before or during the use of a hot tub.
4. The use of alcohol, drugs or medication can significantly increase the risk of fatal hyperthermia. Any persons with heart or circulatory conditions or on prescribed medication should consult their doctor before using a hot tub.
5. Extreme caution must be exercised to prevent unauthorised access by children. To avoid accidents, ensure that children cannot use the hot tub unless they are supervised. A pool fence must be installed according to local council specifications.
6. People using medications and/or having an adverse medical history should consult a doctor before using a hot tub.
7. People with infectious diseases should not use a hot tub.
8. To avoid injury, exercise care when entering or exiting the hot tub.
9. Pregnant or possibly pregnant women should consult a doctor before using a hot tub.
10. Do not use your hot tub immediately following strenuous exercise.
11. Prolonged immersion in a hot tub may be injurious to your health.