

MOTIDE Ltd.  
12 Nau Mai Road  
Nau Mai Industrial Park  
SH23, Raglan, Waikato  
+64 22 0678 910

[www.motide.co.nz](http://www.motide.co.nz)  
[motideltd@gmail.com](mailto:motideltd@gmail.com)

## Terms and Conditions

Thank you for choosing MOTIDE for your project. We are passionate about people, places and design. Our mission is to inspire a sustainable lifestyle. We very much look forward to working on your project with you.

We try to keep our Terms and Conditions as simple as possible. We rely on trusting relationships with our customers. Our aim is to provide a perfect experience creating your new kitchen.

### DEFINITIONS

Agreement means a contract between us and you for the sale and purchase of the product. Product means physical goods agreed by both parties to be supplied by us to you. Estimate means the form, tender or quotation submitted by us to you regarding the Product.

Invoice means the sales invoice issued by us to you which is subject to these terms and conditions.

'You' 'your' refers to the client. 'We' or 'us' or 'our' refers to MOTIDE Limited.

### ORDERS

Once you have placed your order, we will send to you an order confirmation email detailing the products you have ordered. We strive to send all orders (of items which are on stock) within 1 week after receipt of payment from the consumer. For items which are not on stock, please contact us at [motideltd@gmail.com](mailto:motideltd@gmail.com) for the approximate delivery time.

In the case of any malfunction, beyond our control, an order will be shipped as soon as possible. We will keep the consumer informed of the status of the order.

We do our best to keep our website ([www.motide.co.nz](http://www.motide.co.nz)) as up-to-date as possible. However, the possibility remains that a certain product is no longer available, in which case we will contact the consumer as soon as possible.

### ESTIMATE

This estimation is valid for thirty days. All prices are exclusive of GST.

Appliances and material prices are subject to change. Please use these prices as an estimate only until the point of ordering. Estimates will be updated and prices confirmed in our final agreement.

Installation and delivery costs are additional to the price of the cabinets. The estimate only provides an estimation of these costs, and is subject to change with any development or alteration related to the estimate. Any non-local jobs will be individually reviewed and priced on the basis of away-from-home costs.

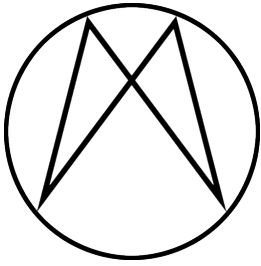
We will honour cabinet prices for six months once a deposit has been paid. If an interim payment is not made within six months due to a manufacturing slot not being booked in with our workshop then the cabinet pricing is subject to change in line with any company price changes.

We may vary the final contract price from the estimate by mutual agreement where products or services are different or in addition to those set out in the estimate.

### PAYMENTS

If you agree to proceed based on our estimate, we will issue you with a series of invoices at staggered dates throughout your project. You only need to pay us once you have accepted our estimate, agreed to our Terms and Conditions, and received a digital invoice.

The first invoice will request a deposit of 10% of the estimated value. This payment is required in order to



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begin advanced project development as well as confirming manufacturing, delivery and installation dates. The deposit is non-refundable.

The second invoice will request 40% of the project cost and will be due if you decide to proceed with further design and manufacture. This allows us to purchase the required materials for the job. You will have to pay for any additional project related items such as appliances, handles/knobs upfront before we will make any purchase orders on your behalf.

The third invoice will request a further 40% of the project cost and will be due two weeks before delivery and installation. This is payable after you have visually sited the cabinets in our workshop. If you have delayed the installation date, you may be charged for storing the completed cabinets inside our workshop till installation can begin.

The final balance which includes any additional requested items to the design/cabinets, costs associated with installation and any remaining overall costs of the job will be requested upon the completion of the project.

All invoices are based on the most up to date estimate we have for your project. Payments are due within fourteen days after invoicing. Invoices outstanding over thirty days are deemed to be overdue. We reserve the right to charge daily interest at 10% on the outstanding balance. You agree to refund MOTIDE Limited for any costs and expenses incurred in recovering payment if you fail to make payment in accordance with these terms and conditions.

#### DELIVERY / SHIPPING

We will send your packages well protected and secured. We work with NZ POST, NZ Couriers and Mainfreight so you can always track your package on its way to your home.

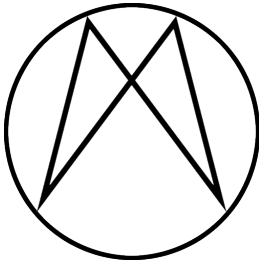
Large and bulky items are available for direct pick-up at the MOTIDE workshop and showroom. We will contact you with a shipping quote after you place your order. You can always send us an e-mail at [motideltd@gmail.com](mailto:motideltd@gmail.com) for a shipping quote before placing an order.

Please note: If your order includes several fragile objects, such as ceramics or glassware, we take extra precaution to wrap your products safely.

If the post / courier is unable to deliver the order to the consumer on time, we cannot be held responsible providing the delay was not caused by us.

#### TRANSFER OF OWNERSHIP

Ownership of and risk in the products you have ordered will pass to you at the time they are delivered to you.



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## RETURNS & EXCHANGES

We take great pride in the products offered and the delivery methods used. If for any reason you want to return a product, please notify us at [motideltd@gmail.com](mailto:motideltd@gmail.com) within 7 days after receiving the product. Products must be returned in unused and undamaged condition, including all original packaging. We will send you a confirmation when the product is received in good condition. After which you will receive a credit. Please note that we are unable to offer a credit on (furniture) items that are made to order. If you bought an item on sale, it is not possible to return, unless we have sent you an incorrect product. If we send you an incorrect product, please let us know within 7 days after receipt. We will happily send you the right product. If the product is no longer available, we will send you a refund or give you a credit. If you have received a broken product (damaged in transit) we request that you return us your product within 7 days. When we have received your return we will send you a new product.

You can send the products you wish to return to:

MOTIDE  
12 Nau Mai Road  
Nau Mai Industrial Park  
SH23, Raglan, Waikato

The shipping costs and risks for returning a product are at expense of the buyer. We recommend you to use a postal service that insures the value of the shipment.

## CANCELLATION

Orders are not generally cancellable, but may be possible in writing or e-mail provided that all costs, expenses or other charges already incurred are reimbursed. We retain the right to utilise deposits paid to cover these costs. Any balance in excess will be returned to the customer.

## GUARANTEE

We guarantee our cabinets which provides 5 years protection for the original purchaser against workmanship and installation defects. This is separate to the manufacturer's warranty on appliances. In the event of accidental damage or faulty goods reported during installation we will arrange repair or replacement by us.

This guarantee does not cover any fault caused by installation if the installation was not completed by MOTIDE.

## PRODUCT & SITE LIABILITY

We do not accept any liability for products not originally installed by us which may require alteration, modification or re-installing at your request.

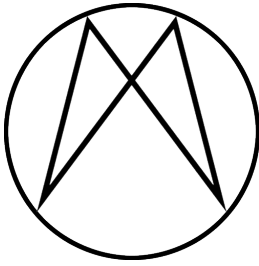
We do not accept responsibility for any delays from other trades involved in the installation of our job.

We do not accept responsibility for any delays of product delivery times concerning products ordered from overseas.

All of our products in the assortment of MOTIDE have been produced with the greatest care. We cannot assume any liability for damages in any form whatsoever, either physical, material or immaterial, that can be caused by malfunctioning or ill use of the articles sold by MOTIDE and/or materials or accessories becoming undone.

All products are 100% handmade, so small discrepancies may occur, such as small splinters.

All products come untreated (unless stated otherwise). We are not liable for any stains that might occur on the untreated wood. We recommend treating the wood with OSMO hardwax oil to keep off dirt and to prevent stains.



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#### YOUR OBLIGATIONS

We ask that you cooperate with us by arranging access at agreed dates and times agreed, and by supplying information as reasonably requested. You are responsible for obtaining any necessary permissions, licences and consents.

You are responsible for the correctness of all measurements for products or materials given to us. Where these measurements are not correct, and materials/products which are ordered or provided by MOTIDE are the wrong size, you agree to pay for the expense of rectifying this.

You agree to clear the site of all furniture and property prior to us commencing work. This includes old kitchen units or fixtures. Walls and floors have to be ready for our installation. Please talk to us if this needs further clarification.

#### OUR OBLIGATIONS

We will manage and carry out the installation with reasonable care and skill, and accept responsibility for the standard of workmanship. We will comply with all relevant codes of practice, statutory and regulatory requirements, and are fully insured.

We will at all times hold a valid employer and public liability insurance policy, and will hold and keep up to date any and all licences or permits as may be required in order to provide the services.

We will take all reasonable steps to match our work to existing colours, finishes or other aesthetics as you request, but cannot fully guarantee any such match.

We will take all reasonable care with the property, including reasonable steps to protect your furnishings, wall and floor coverings, but cannot take responsibility for any damage which is caused.

#### WEBSITE DISCLAIMER

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

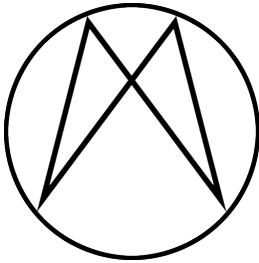
Neither we or any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of New Zealand.



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MOTIDE Limited  
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Company Registration No: NZBN 9429043408016  
GST No. 121 646 838  
Registered Office: 12 Nau Mai Road, Nau Mai Industrial Park, SH23, Raglan, Waikato, New Zealand.

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All rights, obligations, orders and agreements that fall under these General Terms and Conditions are applicable under New Zealand Law and Jurisdiction.