

TERMS AND CONDITIONS

Kitchen Design

1. Drawings that are supplied by us are to give the client a visual representation of the kitchen and to assist with the visualization of a new kitchen. We will do our best to confine the design to the customers dimensions, however we take no responsibility for final measurements. These may not represent the final drawing of the kitchen.
2. Other suppliers and trades-people may use these drawings at their own risk and we can take no responsibility for any work done by others based on these drawings.
3. It is the responsibility of the client to ensure that the drawings conform to plumbing, gas fitting, electrical or any other building regulations.
4. If in doubt the client should seek the advice of a builder or other qualified professional.

Kitchen Pricing

1. All quoted prices are valid until the end of each calendar month or until stock is sold out, whichever comes first, unless stated otherwise.
2. A deposit of 50% of the total cabinet order will secure the quoted items and protect against any price increase for a period of 90 days from receipt of the deposit.
3. We reserve the right to make any price changes to orders unless a deposit has been paid.
4. Deposits are non-refundable should the customer change their mind.
5. Deposits will be forfeited after 90 days unless this is extended at the sole discretion of Project Kitchens and or Kitchen Cabinets and Stones Limited.
6. Stone bench top prices are only verified after the template has been done. Additional charges may apply for difficult access or travel costs.
7. If a stone template has been done and the customer chooses not to go ahead with the bench top, a template fee will be charged. This is \$150 for areas within the boundaries (as stated in Delivery section) and \$300 for other areas outside of this.
8. Custom laminate and stone bench tops, handles, sinks and taps are quoted according to the sizes provided to us by the customer. Should there be any changes, it is the responsibility of the customer to provide this. No item can be ordered without a customer's sign-off via a written signature or email.

9. We endeavor to resolve but take no responsibility if items from a 3rd party supplier are out of stock or higher priced.

Instructions and Modifications

1. Due to the risk of error or miscommunication, any changes to specification or dimensions, or any other specific instructions relating to your project will only be accepted if in writing (email or letter) prior to being processed.

Payment Terms

1. Unless otherwise stated GST is included in all our prices.
2. 100% payment is required before cabinets, bench tops, install and/or accessories can be picked up, delivered or provided.
3. Items will not be considered to be ordered and no stock will be set aside until full payment or a 50% deposit has been received for the items.
4. Should any items not be ready or partially complete at the time of delivery then we will agree on a time frame to supply that item or refund the difference for that item.
5. If you are paying by internet banking or cheque - you will need to allow sufficient time for the funds to be cleared before your order is accepted and processed.
6. Credit Card (Visa and MasterCard only) payments will incur a surcharge.
7. If you need to process a refund, any credit card surcharges that were paid on the order are non-refundable, as are any Paypal charges.
8. Ownership of goods will transfer to the client once final payment has been received.
9. These payment terms are strictly enforced so please make sure you are fully in agreement with them prior to placing your order.

Lead Times

1. Your kitchen cabinetry can be ready for free pick up from Kitchen Cabinets and Stones warehouse after full payment has been received. Reasonable notice is required to allow time to pick the order in the warehouse.
2. Delivery can be expected in approximately 2-5 working days after full payment, depending on location in New Zealand.
3. Bench tops can be ready for dispatch 5-15 working days after templates have been completed or final measurements have been taken. Not all locations can be supplied bench tops.

4. No bench tops will be ordered without confirmation of measurements in writing/drawing from either the customer, installer or professional trades person, which could affect lead times. No other forms of communication will be accepted.
5. These lead times may alter depending on factory work-loads, staff illness, material availability etc. You will be advised in advance of any delays but no consequential claims will be accepted for any reasonable delay in quoted lead-time.

Pick ups

1. Pick up is from our warehouse located at 243-249 Bush Road, off Albany Highway and Upper Harbour Highway on the North Shore, Auckland. The warehouse is run by Kitchen Cabinets and Stones Ltd.
2. Pick up times are on our website. These are subject to change. The warehouse is not open on public holidays unless stated.
3. We aim to offer same day pick up if orders are placed and the transaction has completed PRIOR to 12pm on the day. Provided all items are in stock.
4. The invoice or order number must be presented for pick up. Upon receiving an order, it is the customer's responsibility to check and make sure the correct cabinets have been given and that the boxes are sealed with no damage BEFORE signing the docket.
5. By signing the docket, the customer acknowledges that goods conform to the requirements of the purchase order. Goods are then considered "accepted" and do not have a quality issue.
6. Warehouse pick up orders are loaded by the customer themselves into their vehicle to avoid any disputes of damage. It is at the warehouse teams discretion to assist with loading.
7. All customers must allow us 48 hours notice from placing an order to picking up from the warehouse.

Delivery

1. An Auckland flat fee of \$225 (2 person Delivery) applies to delivery between the following boundaries:
 - a) North: Whangaparaoa
 - b) South: Papakura
 - c) West: Henderson
 - d) East: Howick
2. Greater Auckland delivery outside these boundaries is \$275.

3. Delivery days are normally Monday – Friday, during normal business hours, door to door if the driver is able to driver the truck up to the door, if driveway is insufficient for the truck to come up to the door, the goods will not be delivered to the door.
4. In most cases kitchens will be delivered by an independent contractor using a single driver, to the entrance of the building. Items will not be carried further into a building i.e. upstairs, or into other rooms.
5. In some rare occurrences, delivery may be postponed to ensure a safe delivery of the items.
6. 3 days' notice must be given of any changes to the scheduled delivery date.
7. Usually we cannot be more specific than “morning” or “afternoon” when scheduling delivery. However we will call you once the carrier arrives at our warehouse to give between ½ hour and 1 hour notice of delivery.
8. Cabinets are delivered to the door ONLY. If customers are not home during the agreed delivery window, delivery will not take place and a second delivery fee will be charged.
9. If the customer requested the items to be left without being present, they are accepting full responsibility of the items if they are damaged or missing.
10. The customer is to provide us with as much information as possible on the location prior to delivery, e.g. Gate codes, steep driveways, multiple driveways, dogs etc. to ensure on-time delivery.
11. Before accepting the goods, count the number of boxes to ensure all items have been delivered, and are correct (It is not necessary to open the boxes at this stage). The number of boxes should match the number of items on the con note. You must report any missing boxes within 24 hours of receiving them. Check that the packaging has not been damaged during transportation. Anything that is not satisfactory, note on the delivery docket what is damaged or missing, or do not sign it. Then call Kitchen Cabinets and Stones on 09 414 4903.
12. If the customer signs the delivery docket as accepted with no damage, they are allowed a 24 hour time frame in which to report a claim for any unseen damage to items.
13. If goods are signed for without any notes, it is assumed that everything is delivered and in perfect condition. We will then not be liable for any missing or damaged items.
14. It is the client's responsibility to ensure adequate site access and secure storage for delivered goods. If this has not been done and the carrier is required to return to site at another time, an additional charge may incur.
15. Flat packed cabinets come boxed up. It is the client's responsibility to ensure that they can be placed in an area where no damage will occur to either cabinets or floors.

Installation

1. We don't offer a free at home consultation, in order to keep our prices competitive the initial price estimate is done base on the customer plan or kitchen layout, if the initial price estimate is within your budget, we then send a professional installer to double check your measurements.
2. Alternatively if you would like someone to plan the kitchen for you for a small consultation fee of \$100 we can send a professional installer to plan the kitchen out for you and make you a layout. We then price the kitchen based on this layout. Should you choose to go ahead with our kitchen installation we will discount the installation by \$100.
3. When a customer has paid a deposit for a kitchen and our installer has made a visit to site to check and measure, we can no longer provide a full refund of the deposit if the customer cancels the order. 15% of the total order value will be forfeited to cover the cost of sending the installer.
4. In many instances an installation will not be able to be completed at one time – for example:
 - a) When templates need to be taken for bench tops,
 - b) Where part of the kitchen needs to be installed before other dimensions can be determined,
 - c) Where special or indent items have not yet been received into store.
5. Range hood installation – please note that the installation of the Range Hood (including cut-outs in cabinetry for vents and electrical sockets) is not included in any installation quotes, however our installer is usually able to provide such a service at an additional cost.
6. It is the customer's responsibility to coordinate with the kitchen installer, range hood installer and electrician.
7. It is the installer's and/or customer's responsibility to check all items supplied (for size, colour, specification and quality) before installation. Our liability will be for the replacement of faulty goods only – not removal and re-installation cost.
8. Note: some panels are usually supplied over-sized to allow scribing by the installer – if required. All panel sizes must be checked before installation.
9. All screws and fixings necessary to assemble the cabinets are included in the flat packs. Any screws or fixings to install the cabinets eg. wall fixings, screws to join the cabinets to each other or anchor to the floor are NOT included. These must be purchased by the customer from their local hardware store.

Flooring

1. Our kitchens utilize a standard 150 mm toe-kick. They are designed and recommended to be installed on top of the finished floor.

2. If you choose to install the kitchen before the flooring, the toe kick may not fit. This may also cause problems with dishwasher and fridge height clearances. You will need to make arrangements for your installer to either place the units on blocks of the appropriate thickness during installation or to cut down the toe kicks. This may incur an additional charge.

Appliances

1. We will use our best efforts to ensure that all cabinets are adjusted to accommodate your appliances - provided you have made the details available to us. However we cannot guarantee that they will fit.
2. It is the responsibility of the customer to check the fit of all appliances before installation of the cabinetry and to make the appropriate adjustments if necessary. We can accept no responsibility for extra costs incurred should this not be done.
3. Please note that it is the customer's responsibility to ensure that appliance manufacturer's requirements and/or building codes are complied with. We can accept no liability for consequential damage caused by incorrect installation of the appliances.

Returns

1. To return an unwanted product, it must be unopened in the original packaging, with no protective films or foil removed, and within 14 days of purchase.
2. If you have damaged, opened or assembled a product we are unable to accept it as a return.
3. Returning items will incur a restocking fee of \$30 per item. Therefore it is very important to carefully check all the items you require when placing an order.

Warranty

1. All kitchen cabinets and hardware in the EURO range are guaranteed against faulty materials and hardware for 5 years, the Julia range is for a period of 2 year and Niki for 1 year.
2. All items are guaranteed against manufacturing defects only, the warranty does not cover water or heat damage to cabinets and doors, or general wear and tear.

3. Thermowrapped doors are not guaranteed against damage by water or heat generating appliances. You should discuss options to minimize this risk with your designer or salesperson. Warranty will be void if thermal wrap doors or panels are cut incorrectly.
4. All Re-engineered stone quartz bench tops are guaranteed for 5 years for joints and workmanship, warranty does NOT cover chips, cracks or any damage due to neglect or impacts from heavy or sharp items being dropped on it. However exclusions do apply - therefore it is important to read the separate guarantee and care instructions provided with this item.
5. Our liability is limited to the purchase price of any faulty items plus reasonable installation costs. We will not accept liability for any unreasonable or extraordinary installation costs e.g. where permanent or semi-permanent structures or fittings have been attached to the kitchen cabinetry or bench top.
6. If you require an item to be replaced under warranty terms, we require the faulty item to be brought back to us to be assessed and for quality control purposes. We will then replace the item providing it is covered under warranty.