

Focus Systems NZ Limited T/A AquaTrip NZ

Effective: 2026

1. Definitions

AquaTrip NZ means Focus Systems NZ Limited T/A AquaTrip NZ, including employees, contractors, and authorised agents.

Client means the person or business purchasing goods or services from AquaTrip NZ.

Goods/Services means anything supplied by AquaTrip NZ.

Price means the amount payable for Goods/Services, including GST where applicable.

2. Acceptance of Terms

By placing an order or accepting delivery, the Client agrees to these Terms of Trade.

These terms override any other document unless agreed in writing.

If website terms conflict with this document, this document prevails.

Advice is provided in good faith; the Client must confirm suitability.

Leak detection systems must be installed by licensed professionals.

3. Authorised Representatives

Any person introduced as the Client's representative is deemed authorised unless limited in writing.

The Client is responsible for all costs arising from instructions given by their representative.

4. Errors & Omissions

AquaTrip NZ is not liable for honest mistakes unless caused by negligence.

A mistake does not invalidate the contract.

5. Changes to Client Details

The Client must provide 14 days' written notice of any change in ownership, trustees, contact details, or business structure.

6. Online Ordering

Website availability is not guaranteed.

AquaTrip NZ is not liable for delays or errors in electronic ordering.

Orders may be cancelled if false information is provided.

7. Pricing & Payment

The Price is either:

- the amount shown on an invoice, or
- a quoted price valid for 30 days.

AquaTrip NZ may adjust pricing if costs change (freight, currency, materials).

A non-refundable deposit may be required.

Payment may be required:

- before delivery,
- by progress payments,
- 20th of the following month for approved clients, or
- 7 days after invoice.

The Client may not deduct or set off any amounts.

GST and taxes are additional unless stated.

8. Delivery

Delivery occurs when goods arrive at the Client's nominated address.

Delivery costs may be additional.

Redelivery or storage fees may apply if the Client cannot receive delivery.

Goods may be delivered in instalments.

9. Risk

Risk passes to the Client upon delivery.

Insurance proceeds for damaged goods before ownership passes belong to AquaTrip NZ.

Unattended delivery is at the Client's risk.

AquaTrip NZ is not liable for defects caused by third-party installation.

Goods may not be reverse-engineered or modified.

10. Product Information

Specifications, drawings, and illustrations are approximate unless confirmed in writing.

11. Ownership & Retention of Title

AquaTrip NZ retains ownership until all amounts are paid.

Until ownership passes:

- the Client holds goods as a bailee,
 - insurance proceeds are held on trust for AquaTrip NZ,
 - goods may only be sold in the ordinary course of business,
 - AquaTrip NZ may enter premises to recover goods.
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12. PPSA (Personal Property Securities Act)

These terms form a security agreement.

AquaTrip NZ may register a security interest over goods supplied.

The Client must assist with documentation and reimburse registration costs.

The Client waives certain PPSA rights as permitted by law.

13. Security Over Client Assets

The Client charges all current and future rights in land and other assets to secure obligations.

AquaTrip NZ may act as attorney to complete necessary documents.

14. Inspection & Returns

The Client must inspect goods within 7 days of delivery.

Returns require:

- written approval,
 - return within 10 days,
 - goods in original condition with packaging.
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15. Warranty

Goods must be installed by certified professionals.

Manufacturer warranties apply to non-AquaTrip products.

If fault origin is unclear, AquaTrip NZ may engage an independent plumber.

If the fault is not due to AquaTrip NZ goods, investigation costs are payable by the Client.

16. Consumer Guarantees Act

Where goods are acquired for business purposes, the Consumer Guarantees Act does not apply.

17. Intellectual Property

All designs, drawings, and documents created by AquaTrip NZ remain its property. The Client indemnifies AquaTrip NZ against claims arising from Client-supplied designs or instructions.

18. Default

Interest of **2.5% per month** applies to overdue invoices. The Client indemnifies AquaTrip NZ for all debt recovery costs. Reversed or fraudulent payments are fully recoverable. AquaTrip NZ may cancel orders and make all amounts immediately payable if the Client becomes insolvent or exceeds credit limits.

19. Cancellation

AquaTrip NZ may suspend or cancel supply if the Client breaches these terms. Orders may be cancelled before delivery with a refund of payments made. Custom or non-stock items cannot be cancelled once production or ordering has begun.

20. Privacy

AquaTrip NZ may collect and use Client information for credit checks and marketing. Information may be shared with credit providers or agencies. Clients may request access to and correction of their information.

21. Construction Contracts Act

This agreement is not a construction contract under the Act.

22. Notices

Notices may be delivered in person, by post, fax, or email. Posted notices are deemed delivered in the ordinary course of mail.

23. Trusts

If the Client acts as a trustee, they personally guarantee obligations and indemnity rights under the trust.

24. General

Failure to enforce a term is not a waiver. Invalid terms do not affect enforceability of the remainder. AquaTrip NZ is not liable for indirect or consequential loss. AquaTrip NZ may assign its rights; the Client may not without consent. AquaTrip NZ may subcontract work but remains responsible. Terms may be updated by written notice. This agreement is governed by New Zealand law.