

# **KXN<sup>®</sup> Kitchen**

## **Terms & Conditions**

**We want you to understand our process so you know what to expect from us and what we will need from you throughout the production process of your KXN Kitchen.**

**The following information outlines our Terms and Conditions and important information to help the process run smoothly and ensure that there are no delays or extra costs incurred.**

**We look forward to working with you to deliver your KXN.**

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# How To Reach Us

As your KXN Kitchen moves through the Design and Production stages, a lot of different people at IMO are involved, alongside those working on your own build or renovation.

We have many KXN projects on the go at a given time. As questions or concerns arise from you and your Trades, we need to quickly identify which project is yours to address these.

We will issue you an *IMO Job number* when we confirm your Order. If you and your Trades could reference our Job number when contacting us it would be much appreciated.

<b>Office</b>	+64 9 373 4081
<b>Email</b>	orders@imo.co.nz
<b>Office Address</b>	30 Kenwyn Street, Parnell, Auckland 1052, New Zealand
<b>Office Hours</b>	Monday to Friday from 9am to 5pm
<b>Bank Account</b>	38-9005-0098810-00 - IMO Group Ltd

# Terms & Conditions Of Sale

**Placement of an order with IMO (“us”) constitutes confirmation by the Customer (“you”) to purchase goods from us and to be bound by the Terms and Conditions of sale as set out below.**

## General

IMO shall be entitled to rely on the accuracy of any plans, specifications, dimensions and other information provided by you. You acknowledge and agree that you are responsible for obtaining any necessary permits, licences, consents or approvals (including any building consents) in accordance with all applicable laws and industry standards.

## Cancellations

Your request to cancel an order must be received within 5 days of order placement.

## Required Information Deadlines

Our Design Team may not begin work on the modelling of your KXN Kitchen immediately as they complete other scheduled work. Hence there may be some details to be confirmed at time of order that will not impact your lead time such as; the colour, a Tap specification or an Appliance make and model. We will advise any deadlines for receiving this information at time of order.

## Minor Changes & Variations

There is a provision in the schedule and in our costs for minor changes to the Detail Design of your KXN Kitchen.

Major changes and / or additional revisions for reasons outside of our reasonable control (including to make cost savings) which result in the elongation of the programme for work outside of a phase, will be charged at an hourly rate of \$150 + GST for CAD modelling on a time and cost basis. This will also increase the lead time - we will advise any new timeframes and cost estimates if this occurs.

Once the design of your KXN Kitchen has been Signed Off we then proceed to create Drawings for Manufacture. Your KXN is subject to change if amendments to the specifications, quantities, or any changes to the site that impact on the Detail Design as per the Sign Off drawings are made once the Drawings for Manufacture have been created. We will advise any new timeframes and costs if this occurs.

## Site Delays

Due to the nature of the construction process and the involvement of various Contractors and Sub-Contractors, delays with the completion date of your renovation or new build may occur. Once manufacture of your KXN Kitchen is underway we will finalise an Installation timeframe with you.

Should delivery be delayed at your request **3 weeks or more** beyond the original delivery date as specified on your Order Confirmation, we will proceed with Assembly as scheduled, crate and / or palletise your KXN accordingly and issue an invoice for a further 10% progress payment.

If your project is delayed for **6 weeks or more** beyond the original delivery date as specified on your Order Confirmation, we will proceed with Assembly as scheduled, crate and / or palletise your KXN accordingly and issue an invoice for the balance of the order less Delivery and Installation.

We may need to send part or all of your KXN Kitchen offsite for storage if our own capacity is reached and this will incur a weekly storage fee. We will advise the status of our storage capacity and any weekly costs per cubic metre if this occurs.

## Off Site Materials & Ownership

We will issue a *Schedule of off-site Materials* for insurance purposes if and when required.

All goods remain the property of IMO Group Ltd, until paid in full. Ownership in the Goods and Materials passes to you on the date you have paid the charges for those Goods and Materials.

Risk of any loss, damage or deterioration of or to the Goods passes to you on completion of Installation.

## Payment Terms

**We require a 40% deposit to proceed with Detail Design on all orders. We will supply an invoice for each of the payments below. A further 40% will be invoiced to proceed with Assembly and Dispatch.**

<b>40% Deposit</b>	To proceed with Detail Design & Production	Due within 7 Days
<b>40% Progress Payment</b>	To proceed with Assembly & Installation	Due within 7 Days
<b>20% Final Payment</b>	Invoiced on completion of Installation	Due within 7 Days

**Delays to delivery at your request of 3 weeks or more:**

<b>10% Progress Payment</b>	Invoiced 1 week prior to Order Confirmation Delivery Date	Due within 7 Days
<b>10% Final Payment</b>	Invoiced on completion of Installation	Due within 7 Days

**Delays to delivery at your request of 6 weeks or more:**

<b>Balance less Delivery &amp; Installation</b>	Invoiced 1 week prior to Order Confirmation Delivery Date	Due within 7 Days
<b>Delivery &amp; Installation</b>	Invoiced on completion of Installation	Due within 7 Days

Please note any nonpayment of deposits may impact the Installation date and Assembly and Installation will not commence until the Progress Payment has been paid.

Our GST number (087-181-979) is located at the bottom of all invoices and order confirmations. We prefer payment by Direct Credit to our bank account. Our bank account details: IMO Group Ltd, 38-9005-0098810-00. Please use our invoice number as the reference. We also accept payment by Visa or Master Card, payment surcharges apply.

Payment of the final balance is required in full within 7 days of the date of the invoice. Failure to pay on time may result in action to recover any debts and/or Goods which have not been paid for in full. Any expenses, costs or disbursements incurred by IMO in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by you.

## Site Conditions

**A site that is safe, tidy and suitably prepared for our KXN Installation will ensure our Team remain safe, that we achieve installation in the time we have allocated, and the Kitchen is installed as per specifications on the Sign Off drawings.**

Muddy areas, unstable surfaces, excessive riser height, changes in floor levels, unsecured objects and waste on floors in the working area are all potential hazards. We will carry out our own risk assessment of the site to identify any hazards and reserve the right to re-schedule the delivery and installation if control measures cannot be put in place to reduce the level of risk.

**We will require:**

### Site Access

1. The site to be in a suitable condition for Delivery as far as reasonably practicable, that eliminates any health and safety hazards, delays and / or risk of damage to product.
2. Site access to be clear for our delivery van / truck to park and unload as close as possible to the Installation site.
3. A photo(s) of the area the Kitchen will be installed in
4. A photo(s) of entry to the building site so we can ascertain any potential issues with delivery.

### Building

5. Any critical dimensions such as locations of walls and bulkheads including finished wall linings correspond with our drawings.
6. Nog and / or stud locations for wall fixing of overhead units correspond with our drawings.
7. Extract ducting will fit with joist locations.
8. No skirting to be located on the walls directly behind and / or to the side of the modules as per the Sign Off drawings.
9. All floors and walls to be level / plumb as much as is practicable. KXN can accommodate variations in floor levels up to 30mm, however it cannot accommodate walls that are not plumb. If we cannot install our KXN Kitchen flush against the wall and gaps arise between the top, upstand and / or splashback as a result of walls that are not plumb, it is the responsibility of you and / or your Builder to resolve this
10. All floors to be finished and dried, including any sanding, lacquering and tiling.
11. Ceilings and walls to be finished and dried including any gib plastering, sanding and painting.

### Plumbing & Electrical

12. Water, waste and gas pipes to be in position in accordance with our Sign Off drawings.
13. Electrical points wired and in position as per our Sign Off Drawings (unless you have power points integrated into KXN – these can be fixed off post installation)

### Appliances & Hardware

14. Any Appliances and / or Hardware supplied by you need to be delivered to site in time for Installation – do not unpack.
15. You to check the make and model number of any Appliances and Hardware you have purchased to ensure they match both the Sign Off drawings and what you have purchased.
16. If IMO needs to return to site to integrate any Appliances not supplied at time of Installation, additional charges may apply.
17. IMO is not responsible for any issues that arise as a result of Appliances Installed by you not being installed in accordance with our Sign Off drawings.
18. IMO is not responsible for any issues that arise as a result of the Spaceback Plumbing Trap not being installed by your Plumber in accordance with our Sign Off drawings.

### Tops Supplied by Client

19. If you are providing your own Bench Tops or Splashbacks please organise delivery with your supplier and check timing with us prior
20. IMO will Install and level the KXN Kitchen ready for the Bench Top and / or Splashback Installation. The timing of the delivery is required while our Team are still on site, as sometimes the Installation of the top affects the levelling, and we will need to adjust accordingly.
21. IMO is not responsible for any issues arising from levelling if the Top has been installed post our installation.
22. IMO is not responsible where the Sink does not fit because installation of the Sink has not been carried out in accordance with our Sign Off drawings.

### Proviso

23. If any of the above is not complete on our arrival, or works have not been completed in accordance with the Sign Off drawings, we reserve the right to re-schedule the Delivery and Installation for the next available time and invoice for any costs associated with labour, materials and / or travel.
24. The Delivery and Installation of your KXN Kitchen has been costed on the premise your site will be in a suitable condition and remain so for the duration of our Installation. If any issues arise on site that impact the time we have allocated, we reserve the right to invoice for any additional costs associated with labour, and / or travel.

# Stages Of Production

Each KXN Kitchen and site is different, so the following information is a guide only to help plan your project. We will provide you with more accurate timeframes specific to your project once your order is under way.



## Stage 3 - Order Confirmation

**Timeframe: 1 Week**

### Acceptance of Concept Design

On acceptance of our concept design it is our expectation that you will have all required consents and provided us with accurate drawings which detail all services and architectural elements. We do not carry out Site Measures and rely on the information provided by you from an Architect or Interior Designer and any other relevant Trades.

### Appliances & Hardware

We cannot begin Production until we have been provided with a list of all appliances and hardware (where required) including the make and model number to ensure we have accurate dimensions to enable correct installation and any integration. We may request to view appliances to ensure they integrate correctly within the system. If you are supplying these items to us, please send them as soon as possible and ensure the package is labelled with your IMO reference number as per your Order Confirmation.

### Confirmation of Order and Deposit Invoice

Once we receive acceptance of this concept from you to proceed with the order, we will produce an Order Confirmation outlining the details agreed during the Design and Quote Stage and a 40% deposit invoice. Once payment has been received, we will allocate your job into our schedule.

## Stage 4 - Sign Off – IMO

**Timeframe: Variable**

### Modelling for Sign Off

When your KXN Kitchen concept is finalised, the drawings along with appliances, hardware and all key dimensions as provided by you will be put into CAD to create detailed Sign Off drawings for your approval prior to manufacture. These will detail where Plumbing and Electrical services will need to be located so they can be provided to Contractors. We do not carry out Site Measures - our Sign Off drawings provide the information required for Builders, Plumbers and Electricians to prepare the site for our KXN Kitchen installation. However, we are always available for any questions they may have – please email [kxn@imo.co.nz](mailto:kxn@imo.co.nz).

### Changes to Detail Design - Minor

There is a provision for minor changes to the Design of your KXN as a result of the Sign Off process. However, this may increase the lead time if further CAD modelling is required. Once the design has been Signed Off we then proceed to create Drawings for Manufacture. Prices are subject to change if amendments to the specifications, quantities, or any changes to the site that impact on the Detail Design as per Sign Off drawings are made. We will advise new timeframes and any additional costs if this occurs.

### Changes to Detail Design – Major

If there are Major changes to your KXN Kitchen Design, your KXN Kitchen will need to be redrawn and the original estimated Installation date is no longer applicable. Major changes can be defined as the following but are not limited to; changes to dimensions, quantities, changes to specifications, changes to appliances that impact the dimensions of units already modelled. If this occurs, you will be advised of new timeframes and additional costs involved

## Stage 5 - Sign Off – Client

**Timeframe: 5 Days**

### Sign Off Drawings

We will send you drawings for Sign Off. These drawings include the entire specification of your KXN Kitchen including who will be supplying Appliances and any Hardware. Once these drawings have been approved, we will start the Production process. If there are any variations to the build as you progress, it is your responsibility to ensure we are made aware, so we can identify if this will have any impact on the KXN Kitchen. We allow 1 week for you to assess the sign off drawings and consult with trades as required. If there is a delay in this process or changes are requested, this will impact on the overall timeline of the project

### Changes to Detail Design - Minor

Whilst there is a provision for minor changes to the Design of your KXN as a result of the Sign Off process. However, this may increase the lead time if further CAD modelling is required. Once the design has been Signed Off we then proceed to create Drawings for Manufacture. Prices are subject to change if amendments to the specifications, quantities, or any changes to the site that impact on the Detail Design as per Sign Off drawings are made. We will advise new timeframes if this occurs.

### Changes to Detail Design – Major

If there are Major changes to your KXN Kitchen Design, your KXN Kitchen will need to be redrawn and the original estimated Installation date is no longer applicable. Major changes can be defined as the following but are not limited to; changes to dimensions, quantities, changes to specifications, changes to appliances that impact the dimensions of units already modelled. If this occurs, you will be advised of new timeframes and additional costs involved.

## Stage 6 - Production

**Timeframe: 9 Weeks**

### Drawings for Manufacture

Once you have approved the Sign Off drawings for your KXN Kitchen, we create drawings for manufacture from the CAD model. This process generally takes about 2 weeks provided there have been no major changes. Please note, any customised parts may increase this timeframe.

### Production

The production of your KXN Kitchen will take 7 Weeks. Your delivery date is based on current and anticipated factory capacity. Like building or renovating, the process of manufacturing a KXN Kitchen to order is variable and at times can come with unexpected delays beyond our control. We will make every endeavour to deliver your order in full on or before the date stated in your Order Confirmation and will keep you informed if any changes arise.

### 40% Progress Payment Invoice Issued

We will issue you a Progress Invoice 2 weeks prior to Installation. Payment is due within 7 Days of receipt of invoice. Once the Progress Payment has been received, we will proceed with delivery and Installation.

## Stage 7 - Site Ready Check

**Timeframe: 1-2 Days**

### Site Ready Check

For us to ensure the damage free and efficient delivery and installation of your KXN Kitchen, your site needs to be in a suitable condition before we begin work. We will contact you 2 weeks prior to delivery and installation with a Pre-Installation Checklist as per our Order Terms & Conditions.

### Site Delays

If your site is not ready, we will delay Installation until the site is ready and our next Installation timeframe is available. Due to the nature of the construction process and the involvement of various Contractors and Sub-Contractors, delays with the completion date of your renovation or new build may occur. Should delivery be delayed as a result of this, the Progress Payment invoice will still be issued according to the original delivery date as specified on your Order Confirmation and storage fees may apply.



## Stage 7 - Installation

**Timeframe: 1-4 Days** (excludes transit time for sites outside of Auckland)

### Installation

We will advise a timeframe for your KXN Kitchen installation once Production is underway. Closer to the time we will confirm a day and time for Installation. Your KXN will be delivered to site flat packed or in collapsible IMO crates. It is the responsibility of the receiver of the KXN Kitchen crates to ensure they are protected on the building site. We can provide tarpaulins if you cannot position these under cover. Depending on the size of your KXN Kitchen our team will install your KXN Kitchen within 1-4 days.

### Plumbing & Electrical Final Fix

Plumbing and Electrical work can be completed post installation. Plumbing: Connect Gas, Water & Waste to Sink & Appliances, where required. Electrical: Wire Oven and Hob, fix off any IMO integrated Power Points and Switches.

### Splashbacks, Tiling & Top Templates

Wall tiling or Splash Backs can be completed post installation.

We recommend the Installation of any tops supplied by you to be done towards the end of our Installation so we can carry out our levelling and alignment QC checks once the top is on.

## Stage 8 - Approval

**Timeframe: 1-2 Days post Installation**

### Approval

We will follow up with you post-delivery to ensure you are completely satisfied with the installation of your KXN Kitchen. We will then issue a final invoice for the balance.

# Warranty

**KXN ('the Product') has a 7 year Limited Warranty against defects in materials and workmanship, subject to proper use and care, effective from the date of installation. This includes any Tops supplied by IMO. A separate Warranty will be provided by the Supplier for any Appliances and Hardware.**

IMO shall not be liable for product failure, deterioration or damages resulting from:

- Normal wear and tear
- Abuse, misuse, accident, theft or vandalism
- Alteration or modification of the product
- Changes in surface finishes due to aging or exposure to sun and light
- Exposure of the powder coated surfaces to any caustic, spirit or citrus based kitchen or bathroom cleaners
- Damage where product is submerged in water or liquid caused by structural problems or appliance malfunctions such as, but not limited to, leaks from water pipes, air conditioners, skylights, roofs or water heaters
- Damage caused by infestation, including but not limited to insects, rodents, termites and cockroaches
- Damage caused by independent contractors such as, but not limited to Electricians, Plumbers, Painters or other maintenance personnel, repair or contractor services
- Lack of adequate ventilation of the building to prevent the build-up of internal moisture
- Failure by the Customer to regularly maintain the Product in accordance with the Care and Handling instructions supplied and / or communicated to the Customer by IMO.
- Conditions beyond its control including but not limited to acts of God such as earthquakes, hurricanes, floods, tornados, fires and human events, such as wars, riots or other major upheavals

The warranty is valid providing the product has been installed by IMO certified Installers. This warranty extends only to the original purchasers who acquire new product from IMO.

## Sea Spray and Industrial Zone Durability

Marine and Industrial zones are corrosive environments. More frequent cleaning will be required to comply with the Warranty requirements and to extend the effective life of the powder coated surfaces.

Where KXN is in an industrial zone or coastal area, the residual salt or other contaminant build up from the atmosphere which settles on the product must be removed by cleaning all exposed surfaces no less than once a month, ideally every 2 weeks.

All surfaces must be cleaned with clean, warm, iron and copper-free water, a mild soap detergent and a clean cloth. At no time should any kitchen or bathroom spray be used, particularly citrus based products. A water filtration system is strongly recommended for rain, bore or well water supply.

Powder coat repair kits are supplied with each Kitchen for use on small scratches or chips. Please use this to ensure the metal surfaces are always protected.

## NZS 3604 Compliance

NZS 3604 provides a means of compliance with clause B2 of the New Zealand Building Code regarding durability in sea spray zones. A high exposure coastal area with high risk of wind-blown sea spray salt deposits is defined as being within 500m of the sea including harbours or salt water lakes, or 100m from tidal estuaries and sheltered inlets.

### Exposure Zone C – Medium:

Inland coastal areas with medium risk from wind-blown sea spray salt deposits. This zone covers mainly coastal areas with relatively low salinity.

### Exposure Zone D – High:

Coastal areas with high risk of wind-blown sea spray salt deposits. This is defined as within 500 m of the sea including harbours, or 100 m from tidal estuaries and sheltered inlets.

The exposure protection required for steel fixings and fastenings under NZS 3604:2011 is as follows:

Structural fixings - Mild steel (uncoated, non-galvanised)	All Zones – Closed
Structural fixings - 304 Stainless steel	Zone D – Sheltered
Structural fixings - Galvanised steel	Zone C – Sheltered

The interior and all internal joints, internal fasteners and internal part edges of KXN meet the exposure definition of “Closed: a dry, internal location not subject to airborne salts or rain wetting”.

When KXN is located in an open plan area with doors allowing exposure to the outdoors and in particular windblown salt, the environment meets the definition of “Sheltered - open to airborne salts, but not rain-washed”. In this situation the external faces, parts and fasteners fall in the category of “Sheltered”.

## Materials & Protection

### Steel Uprights

- Phosphate treated post welding and powder coated with Duralloy Mannex
- Exceeds NZ3604:2011, Zone C / Sheltered

Electro galvanizing is a process in which a layer of zinc is bonded to steel in order to protect against corrosion. This process is optional for Zone D.

### Steel Panels

- Electro-galvanized and powder coated with Duralloy Mannex
- Exceeds NZ3604:2011, Zone C / Sheltered

### Aluminium Panels & Parts

- Chromate conversion pre-treatment and powder coated with Duralloy Mannex
- Exceeds NZ3604:2011, Zone C / Sheltered

### Fasteners External

- Type 304 Stainless steel
- Meets NZS3604:2011, Zone D / Sheltered
- Exceeds NZ3604:2011, Zone C / Sheltered

### Fasteners Internal

- Type 304 Stainless steel & Zinc Coated
- Meets NZS3604:2011, Zone D / Sheltered
- Exceeds NZ3604:2011, Zone C / Sheltered

## Post Installation Modifications

**Damage caused by independent tradespersons, maintenance or repair contractors is not covered in your Warranty.**

If for any reason your KXN requires alteration or modification, including the removal of any malfunctioning integrated appliances, please contact us immediately to consult a KXN specialist for advice on next steps.

## What If Something Goes Wrong?

During the Warranty period, IMO will repair or replace the aforementioned product, part or component if it fails under normal use as a result of a defect in material or workmanship.

If we are unable to repair a defective part of the product after a reasonable number of attempts, we may replace the part or the product at our option. All component parts are kept in stock or can be made to order if required.

If in the event that any part is damaged beyond repair, please contact us.

# Thanks

**It is important that you have read and understood these Terms & Conditions. Let us know if you are unsure of or do not consent to any of them.**

**Thanks for your order and all the best with your project. If you have any further questions, please contact us on 09 373 4081 or [orders@imo.co.nz](mailto:orders@imo.co.nz).**

**We will be in touch again soon.**