

# **KXN<sup>®</sup> Kitchen**

# **Terms & Conditions**

**Our purpose is to create products that provide joy and style for a lifetime through lasting design. We also strive to provide joy in the process of designing and delivering those products.**

**A new build or renovation is a complex process— it involves many moving parts, countless people and changing deadlines.**

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

**The following information outlines our Terms and Conditions of Design Services and Terms and Conditions of Sale.**

**This information is important — your acknowledgement of this helps the process run smoothly, ensures there are no delays and no extra costs incurred.**

**We look forward to working with you.**

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# Terms & Conditions Of Design Services— Preliminary Design

## Complimentary Service

We will work with you to arrange a bespoke composition that functions efficiently for your needs and works within your budget. The pre-configured modules of our KXN Kitchen are available in various widths, depths and heights for easy planning.

Your kitchen design will be informed by the space you have to work with, your preferences and your budget— they will dictate the layout and what you need to include. Once you have an understanding of these then the planning process becomes much easier.

We appreciate KXN is a substantial investment so understanding what budget you have allocated for your Kitchen ensures we develop a concept that meets your needs. There are also some tricks when planning KXN Bespoke that we can utilise with a little concession to save costs.

## To provide a price for a Schematic Design we need to know:

- What budget you have allocated for your Kitchen project?
- Is your budget firm or flexible?
- What is your project build completion date / timeframe?

## Things to consider:

- Where is your kitchen in relation to other living spaces, how will you move between them?
- What day to day activities will take place in the kitchen?
- How do you like to prep, cook, wash and entertain?
- What appliances do you want to use, are they existing or new, do you want them integrated or not?
- Where do you want to position your sink and appliances in relation to each other?
- What storage and waste will you need in these areas?
- What benchtop finishes do you want to use?
- Are there any restrictions or requirements that will impact the design process?

## Deliverables

This information is used to develop a brief that articulates your needs.

## Design Brief

The Client will provide all information reasonably required to enable the Designer to develop the Design Brief and carry out the Design Services including information relating to the site and existing structures.

## Site Measures

We do not carry out Site Measures and rely on plans and elevations provided by the Client from an Architect, Interior Designer and other relevant Trade to give us a description of the building including wall construction and finishes, plumbing and electrical. We can provide this service if required at an hourly rate of \$150 + GST, travel time will be included in any time costs.

## Budget

The Client acknowledges that any undisclosed or inaccurately documented information relating to the site or project may impact on the Budget. The Designer will use reasonable endeavours to develop a Schematic Design within the Budget but does not warrant that the project will be able to be constructed within the Budget.

# Terms & Conditions Of Design Services— Schematic Design

## Complimentary Service

We use this information alongside your dimensioned floor plans and elevations to develop a concept or Schematic Design of your KXN Kitchen using 3D modelling software that fits the requirements of the brief. From this initial design we can provide a cost estimate.

As the Designer explores a range of solutions to the brief, it is not unusual in this process to be asked questions that may challenge your thinking or present an alternate view.

## Deliverables

Using 3D modelling software we will create a model of your KXN. From this model we produce a series of perspective images alongside written information to explain the:

- Floor plan, placement in relation to other living spaces
- Overall dimensions
- Size and configuration of modules
- Appliances
- Materials
- A cost estimate

## Review and Revision

This information is provided for you to review. Feedback from the review may result in the need to adjust the brief and / or the budget. Sometimes compromises need to be made when working with a fixed budget. The parties may agree on one (1) round of minor changes to the budget and / or Schematic Design at this phase to ensure the Schematic Design correctly meets your needs with regards to the space you have to work with, your preferences and your budget. Although cost estimates may not be exact, they provide a clear indication as to whether the Schematic Design created is achievable in terms of the budget.

## Major Revisions

Any major changes to the brief and / or budget or additional revisions for reasons outside of our reasonable control (including to make cost savings) will be charged at the discretion of the Designer at an hourly rate of \$150 + GST on a time basis. Major changes can be defined as the following but are not limited to; substantial changes to overall layout, dimensions, quantities and changes to appliances that impact the dimensions of units already modelled. If this occurs you will be quoted for additional time costs involved. If you wish to proceed an invoice will be issued for payment prior to the commencement of any work. The Designer shall maintain records which clearly identify time incurred in the provision of the Services. Please note, if it is your intention at this point to proceed with IMO to create a Developed Design, you can also proceed directly to the Developed Design phase.

## Intellectual Property

All Intellectual Property held in any medium shall be owned by the Designer. The Client shall not be entitled to make use of any of the Designer's pre-existing Intellectual Property or new Intellectual Property including any partially completed Designs for replication or commercialisation including development by a third party, without the Designer's prior written consent.

# Terms & Conditions Of Design Services— Developed Design

## Fee Based Service - 10% Deposit

If the initial Schematic Design works with your design vision and budget and you would like to work with IMO to create a final Developed Design, we require a deposit to proceed. This non-refundable deposit confirms your intention to proceed with a Developed Design and is credited off the final cost of your KXN Kitchen. An invoice for a Deposit of 10% of the Project Budget will be issued before the commencement of any work.

This is your last opportunity to hone the details, make changes, communicate any further needs or requirements and establish any priorities that you will or will not compromise on. This is a collaborative process, with changes to the model often done in real time alongside you.

## Engagement

The Designer and Client acknowledge and agree that the Client's deposit of any funds into the Designer's nominated bank account shall constitute irrevocable acceptance of these Terms and Conditions, and an instruction to the Designer to supply the Developed Design in accordance with this Agreement.

## To provide a Developed Design we need:

- A finalised project Budget
- Finalised floor plans and elevations of the space
- Any Plumbing, Electrical and Construction constraints
- Floor, wall and ceiling materials and construction
- Appliance makes and models
- Hardware makes and models
- Benchtop and / or Splashbacks materials and finishes

## Deliverables

We will provide for review:

- Dimensioned Drawings and perspective images that detail:
  - a) The size and configuration of modules
  - b) Appliances and Hardware
  - c) Materials, finishes and colours
  - d) Plumbing, electrical and construction specifics
- A formal Quote
- Material samples

We can also provide if required, further drawings for the location of penetration(s) of the services for Trades.

## Review and Revision

This information is provided for you to review. Feedback from the review may result in the need to make a final adjustment to the brief and / or budget.

The parties may agree on one (1) round of minor changes to the budget and / or Developed Design at this phase to ensure the Design correctly meets your needs with regards to the space you have to work with, your needs and your budget.

## Major Revisions

Any major changes to the brief and / or budget or additional revisions for reasons outside of our reasonable control (including to make cost savings) will be charged at the discretion of the Designer at an hourly rate of \$150 + GST on a time basis.

Major changes can be defined as the following but are not limited to; substantial changes to overall layout, dimensions, quantities and changes to appliances that impact the dimensions of units already modelled.

If this occurs you will be quoted for additional time costs involved. If you wish to proceed an invoice will be issued for payment prior to the commencement of any work.

The Designer shall maintain records which clearly identify time incurred in the provision of the Services. Please note, if it is your intention at this point to place an order with IMO to create a Detailed Design for construction, you can also proceed directly to the Detailed Design phase.

### **Performance & Delivery**

The Designer will perform the services in contemplation of the Project with the degree of skill, care and diligence reasonably expected of a professional consultant.

The Designer shall at all times comply with the Code of Ethics of Designers Institute Of NZ. The Client agrees to work constructively and in good faith with the Designer to resolve any aspect of the Design to enable the Developed Design to be provided.

The Designer shall notify the Client if the Design needs to be delayed or accelerated due to changes in instructions from the Client or circumstances beyond the Designers control.

### **Termination**

The Client shall be entitled to terminate this Agreement and not proceed to placing an Order for a Developed Design at any time by giving written notice. Upon receipt of such notice from the Client, the Designer must take all reasonable steps to bring the services to a close.

### **Insurance**

The Designer holds Professional and Public Indemnity Liability insurance cover from an authorised, reputable insurer, for a sum not less than \$250,000.

### **Dispute Resolution**

The parties agree to attempt to resolve any disputes in good faith between themselves in the first instance. If such dispute cannot be resolved by way of negotiation within 10 working days of the dispute arising, the parties shall refer the dispute to arbitration in accordance with the Arbitration Act 1996.

In the event of a dispute, the Designer may, by notice in writing to the Client, suspend its obligations in respect of the provision of the Services under these Terms. Where this occurs, the Designer will not be liable to the Client or any other party for losses arising from such suspension.

# Terms & Conditions Of Sale— Design For Manufacture

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

## General

On receipt of your Order, the Developed Design goes into our Design Team to be modelled in CAD to create *Sign Off Drawings* for your approval prior to manufacture. 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. Any deposits paid for a Developed Design are non-refundable.

## 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 model. We will advise any deadlines for receiving this information at time of order.

## Design For Manufacture & Sign Off Drawings

There may be some very slight variances from the Developed Design Drawing in overall dimensions due to the precise tolerance of the CAD model - if these arise, they should be inconsequential, or you will be advised accordingly.

We require approval of your Detailed Design to progress with manufacture. Sign Off Drawings are provided for review and we allow 3 days in our production process for this. It is the Clients responsibility to check our Drawings to ensure we have interpreted the Design Brief correctly prior to manufacture. Delays to the approval timeframe and / or any nonpayment of deposits may impact the Installation date.

We are not qualified Electricians, Plumbers or Builders, nor do we hold any relevant licenses. The Client, Architect, Designer and / or other applicable Trades will be required to check the Drawings thoroughly and confirm that the Builder, Plumber and Electrician are able to provision for the following:

<b>Dimensions</b>	Overall dimensions
<b>Layout</b>	Size and configuration of modules (Appliances, Drawers / Cupboards / Shelves)
<b>Appliances</b>	Appliance makes and models, who is to supply
<b>Sink</b>	Size and position, who is to supply
<b>Materials</b>	Materials, finishes and colours
<b>Builder</b>	Any critical dimensions such as locations of walls and bulkheads including finished wall linings correspond with our drawings. Nog and / or stud locations for wall fixing of overhead units correspond with our drawings. Extract ducting will fit with joist locations. No skirting to be located on the walls directly behind and / or to the side of the modules.
<b>Electrician</b>	Power outlets, isolation switches and / or hard-wired appliances located as dimensioned.
<b>Plumber</b>	Water, waste and any gas pipes located as dimensioned.

## Minor & Major Changes

There is a provision for one (1) round of minor changes to the Developed Design of your KXN as a result of the Design For Manufacture process. However, this may increase the lead time if further CAD modelling is required.

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 basis. This may also increase the lead time - we will advise any new timeframes and cost estimates if this occurs.

## Drawings For Manufacture

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.

If your project is delayed for **3 weeks or more** beyond the original delivery date as specified on your Order Confirmation or any subsequent confirmed dates, 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 30% deposit to proceed with Detail Design on all orders. We will supply an invoice for each of the payments below. A further 50% will be invoiced to proceed with Assembly and Dispatch.

<b>10% Deposit</b>	Deposit from Developed Design applied to Order	<a href="#">Paid Prior</a>
<b>30% Deposit</b>	To proceed with Detail Design & Production	<a href="#">Due within 7 Days</a>
<b>50% Progress Payment</b>	To proceed with Assembly & Installation	<a href="#">Due within 7 Days</a>
<b>10% Final Payment</b>	Invoiced on completion of Installation	<a href="#">Due within 7 Days</a>

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

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

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. 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 Credit or Debit Cards via *Stripe* online, 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.

### **To proceed with Dispatch, we 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.

#### **Construction Of Kitchen Area**

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, wastewater 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.
19. IMO does not provide any warranties for Third Party Goods supplied or arranged by the Client or IMO, and shall not be bound by nor responsible for any warranty applicable to the Third Party Goods.

### **Tops Supplied by Client**

20. If you are providing your own Bench Tops or Splashbacks please organise delivery with your supplier and check timing with us prior.
21. 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.
22. IMO is not responsible for any issues arising from levelling if the Top has been installed post our installation.
23. 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**

24. 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.
25. 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.
26. IMO will assume there are no obstructions in the wall or ceiling preventing drilling of fixtures of KXN in accordance with our Sign Off drawings. In the event of a ruptured water pipe, waste pipe, electrical cable, conduit or structural element, the client will assume liability for any damage, injuries, repair or subsequent costs arising from the damage if IMO has not been notified.
27. IMO will not be held responsible or liable for any costs arising from damages or alterations carried out by a third-party trades person.

## 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>	info@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

## Thanks

It is important that you have read and understood these Terms & Conditions.

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 email [info@imo.co.nz](mailto:info@imo.co.nz).

We will be in touch again soon.