

# NATURE FLOW SYSTEMS

DLGPSR Approval 514



*Water is precious. Conserve it!*

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## SUPPLEMENTARY STANDARD CONDITIONS OF SALE

These Supplementary Standard Conditions of Sale ("SSCS") apply to all Agreements where the Goods supplied are wastewater treatment systems (including but not limited to HSTPs, AWTS, all waste septic and CEDs) or where Nature Flow Systems or their Agent/Supplier ("NFS") will be performing installation work of any kind.

The Customer acknowledges that the SSCS form part of the Agreement and that the SSCS should be read in conjunction with the Agreement, Standard Conditions of Sale and Privacy Policy.

"Agent/Supplier" means a duly authorized and appointed agent or supplier of NFS. "Commissioning Date" means the date written on the Commissioning Certificate which is sent to the relevant local authority by NFS.

1. The Customer must accept the Agreement within thirty (30) days of receipt of such Agreement. If acceptance occurs after 30 days, the price quoted in the Agreement is subject to review and change.
2. Installation must be completed within sixty (60) days of the date of the Agreement, after which the price is subject to review and change. The Customer is responsible for confirming the price prior to installation.
3. The quoted price is based on the site condition information given to NFS by the Customer. The quoted price will be subject to revision if the site conditions are altered in any way between the date of this Agreement and the commencement of work.
4. This quoted price is for completion of the whole of the work in one continuous period, unless otherwise agreed between the parties.
5. Unless otherwise noted in the quotation, the Household Sewage Treatment Plant includes the standard submersible pump model and size. Should it become evident that a larger than standard pump is required, the Customer agrees to sign a Variation Form and to pay for the appropriate sized pump. The Customer acknowledges that NFS takes all reasonable steps to determine the appropriate sized pump at the time of the quotation, however, a site inspection or further information may reveal otherwise.
6. The Customer warrants that they are the sole owner of the job site. In the event that the Customer does not have the legal and beneficial right over the Property, the Customer must produce written approval from the legal and/or beneficial owner for the installation of the system.
7. It is the responsibility of the Customer to ensure that the power supply from house to tank is connected. The Customer warrants that the power supply for the Nature Flow® Systems is connected to earth leakage. The power supply for other systems is as required by the manufacturer. It is the Customer's responsibility to confirm the requirements.
8. It is the responsibility of the Customer to ensure that drainage runs to the all-waste treatment tank, the rainwater drains are connected to the rain tank and the pump line is connected to the house.
- 9.

Customer Initials: \_\_\_\_\_

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The Customer will apply for all necessary Local Council, Health Authority other statutory approvals (“approvals”) for the installation of the system. The Customer warrants that all necessary documents and forms have been signed and all necessary fees have been paid prior to installation. If all such approvals are not obtained within six weeks from the date of the Agreement, or if any approval is given conditionally, either party may, with reasonable grounds and providing it has complied with its obligations under this condition, rescind this Agreement. In the event of rescission of the Agreement, half of the deposit monies will be refunded to the Customer and half retained by NFS and thereafter neither party shall have any further claim against the other.

10. Once all necessary Approvals have been obtained, the customer must ensure that the area where the Goods are to be installed is free and clear, so that all machinery associated with the installation may enter the site and complete such work unhindered, and in accordance with Workplace Health and Safety legislation. Additional costs arising from any hindrances at the job site (including but not limited to the presence of rock, underground or aboveground obstructions and obstacles affecting access to the property) will be borne by the Customer. Should it be necessary to hire or use cranes or other heavy equipment to facilitate installation, then the Customer agrees to pay for the additional costs incurred.
11. All quotations are for “loose” backfill only, unless expressly stated in the Agreement. The Customer acknowledges that some subsidence may occur around installation, even after backfill, due to variations in site conditions. The Customer is responsible for the top up of any depressions. Subsidence and/or ground movement is an event beyond the control of the Supplier/Agent and the Supplier/Agent does not accept responsibility for any damage arising from this occurring.
12. Upon advice from the Customer that the site is ready for installation of the Goods, the Agent/Supplier will proceed with the installation in accordance with the plans as approved by the relevant Statutory Authority. If the approved plans are found to be impractical for the purposes of installation, the Agent/Supplier will proceed with the installation in a manner as close to the approved plan as reasonably possible.
13. If the Customer requests and the Agent/Supplier agrees to perform any additional work or to supply any additional materials other than those specified in the quotation, the Customer agrees to sign a Variation Form and to pay for such work or materials on delivery.
14. Once the Goods have been delivered to job site, the Customer assumes the full risk of the Goods.
15. Delivery and/or installation of the Goods shall be subject to weather and site conditions.
16. A cost shall apply if the machinery and/or machine operators are stood down or have to leave the job site for any more than four hours due to difficulties with job site, such as rock or unseen obstructions.
17. If risers are needed on tanks or pump out chambers, the Customer agrees to pay the extra charges associated with the installation of the risers.
18. State and Local Authorities require that all domestic waste treatment systems be maintained during their lifetime by the system’s supplier or a suitably qualified maintenance contractor. It is a condition of the quotation that the Customer enters into a Maintenance Contract covering a period of twelve (12) months from the Commissioning Date of the system. The Maintenance Contract forms part of this Agreement.
19. Upon expiration of the Maintenance Contract, the Customer is responsible for entering into a maintenance agreement with a suitable qualified contractor and to pay the annual fees associated with the maintenance of the system.

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20. In the event of the sale of a property at which a system installed by the Agent/Supplier is located, the Customer agrees to:
- Advise the Agent/Supplier of the change in ownership of the system, and
  - Advise the new owner of the Statutory requirements as expressed in Clause 18 above.
  - It is understood that any residual portion of the current Maintenance Contract will be honoured in respect of the new owner.
21. The Goods installed are covered by Manufacturer's Warranties (parts only) from the date of installation including:
- Concrete Tank – 10 - 15 years (depending on manufacturer.)
  - Electrical – 1 year
  - Pumps – 1 or 2 years, according to manufacturer's warranty. If for any reason a pump fails to operate within the first twelve (12) months from installation, a replacement pump will be supplied without charge. Labour and additional materials will attract a fee.
22. Any fault or default in the system requiring service, parts or materials due to:
- the willful or negligent actions of any person;
  - the Customer's failure to comply with the Supplier/Agent's suggestions or recommendations for the Goods;
  - the system being required to bear a workload for which it is not Certified or is extraordinary for the size of the dwelling on the site;
  - earthquake, fire, flood, storm, lightning or tempest;
  - the interference with the Goods by unauthorised persons in any way; or
  - the Customer's failure to comply with any of the conditions of this Agreement
- will result in such service, parts or materials being charged to the Customer. The Customer agrees to accept such charges as their responsibility.
23. The Agent/Supplier's obligations under warranty expressed in Clause 21 above and all maintenance provisions referred to throughout this Agreement are conditional on the full price having been paid for the installation and the provision of the treatment system and a current Maintenance Contract with an authorized NFS service agent. With respect to any particular defect or malfunction of the system, such obligations are also conditional upon the Customer giving notice of such malfunction or defect within 48 hours of the Customer becoming aware of it.
24. Unless otherwise noted standard exclusions are as follows:
- Excavation of rock, use of ripper and/or hammer.
  - water pump and/or trickle feed kit.
  - connections (sewer, water and electrical).
  - Drain from water tank overflow.
  - Riser ring(s) if required.
  - Importation of soil, mulching, planting etc of the disposal area.
  - Removal of excess spoil from excavation(s).
  - Fire Ant Control.
  - Identification of underground services. Any damage arising from collision with underground services or obstructions is at the Owner's responsibility and expense.
25. If the Customer fails to fulfill any of their obligations under this Agreement, or if due to the actions of the Customer the Goods are unable to be installed, the Agent/Supplier may terminate this Agreement immediately. Any deposits paid by the Customer are non-refundable.
26. The Customer acknowledges that the Agreement, Standard Conditions of Sale, Supplementary Conditions of Sale and Privacy Policy comprises the whole Agreement between the parties and that, in

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entering into this Agreement the Customer is not relying upon any representation, statement or warranty that is not set out in these documents.

27. Where herein used, words importing the singular number shall include the plural number and singular number respectively and words importing one gender shall include any other gender. If there is more than one Customer, such Customers shall be jointly and severally liable hereunder.
28. Service of any notice hereunder may be affected by posting or delivering to the address of the party shown in the Standard Conditions of Sale, or in the case of service on the Customer, by delivering the said notice to the site of the installation.
29. The terms of payment are as follows:
- A deposit of 10% of the full purchase price on placement of order. The Customer will receive a full refund of the deposit if the Agreement is terminated within 5 days. A cancellation fee shall apply to all contracts terminated after 5 days. "Deposit"
  - Progress payment of an additional 20% of the full purchase price on completion of purchase documents and scheduling of Works. "Progress Payment 1".
  - Progress payment of an additional 50% of the full purchase price prior to day of installation. Payment is for materials ordered and/or to be delivered on day of installation. "Progress Payment 2".
  - Balance of purchase price payable on the day of installation. "Final Payment".
30. Cheques and money orders are to be made payable to the name on the top of the invoice. Bank details for direct deposit are available on request.

**Subject to Agreement (Quote/Estimate) dated \_\_\_\_/\_\_\_\_/\_\_\_\_ (attached).**

**Job Site Address:**

\_\_\_\_\_  
\_\_\_\_\_

**I/We have read and understood the Agreement documents including the Agreement, the Standard Conditions of Sale, the Supplementary Conditions of Sale and the Privacy Policy. I/We have been advised that copies of these documents are available on request.**

Signed by or on behalf of )  
\_\_\_\_\_)  
and if a company, by its )  
authorized representative )  
on \_\_\_\_\_.

\_\_\_\_\_  
**Signature of Customer**

\_\_\_\_\_  
**Signature of Customer**

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