



LAYBY SALE AGREEMENT TERMS OF SALE

ASHMONT GROUP LIMITED trading as EVEREST

09 928 6828 | info@everestvs.co.nz | PO Box 11207, Ellerslie, Auckland, 1542
Level 5, 53 Fort Street, Auckland CBD, 1010



These Terms of Sale and your Layby Sale Order together form your agreement with Ashmont Group Limited, trading as Everest. Please read both documents and keep the copy we send you.

1. Your agreement

You may apply online, by phone or through one of our representatives. You must be at least 18 years old, have legal capacity to enter the agreement, and provide complete and accurate information.

Your agreement begins when we accept your completed Layby Sale Order and send you a copy. We may verify your identity, contact details and payment authority before accepting your order.

Unless we tell you otherwise in writing, a particular physical item is not set aside for you when the agreement begins. We remain responsible for supplying the goods or dealing with any product that becomes unavailable.

2. Price and payments

The total price is shown in your Layby Sale Order. It includes any delivery or freight charge agreed when you place the order. **We do not charge** interest, default interest, account-keeping fees, late-payment fees, dishonour fees, internal administration fees, early repayment fees or penalty charges.

The only other amounts that may apply are an agreed delivery cost, an additional delivery cost you approve, a cancellation charge described below, or actual and reasonable third-party enforcement costs that are legally recoverable.

Your payment amount, frequency and dates are shown in your Layby Sale Order. Payments may be weekly, fortnightly or monthly. If you pay by direct debit, the separate direct debit authority and bank conditions also apply.

If a payment is missed or declined, we may contact you and reschedule it. We do not charge a fee for a missed or declined payment, but it may delay delivery or change the expected completion date.

Before the goods are sent, you may ask to put payments on hold for up to two weeks in total. Please contact us at least 48 hours before the payment where possible.

You may ask to change your payment amount, frequency or dates. Any agreed change will be recorded electronically and may extend or shorten the agreement and change the delivery date.

You may pay part or all of the remaining balance early at any time without a fee.

3. Delivery

The number of advance payments required before delivery is shown in your Layby Sale Order. We will arrange delivery or collection once those payments have been made on time, or the remaining balance has been paid in full.

If you miss a scheduled payment before delivery, you may be required to make at least four consecutive payments on time before delivery. We may agree another arrangement with you. This does not increase the total price or create a fee.

We normally arrange delivery or collection within 15 working days after the advance payment requirement is met. Any date we give is an estimate unless we agree otherwise.

If another payment is missed before the goods are sent, we may defer delivery and will tell you why.

If you ask us to change the delivery address and this creates an extra third-party delivery cost, we will tell you the amount before making the change. You will pay it only if you agree.

If nobody is available to receive the goods, the carrier may follow its usual process. Any extra redelivery cost must be disclosed to you and accepted before it is charged.

4. Product availability and changes

If the agreed goods become unavailable or are discontinued before delivery, we will offer a suitable replacement of equal or greater value at no extra cost. You do not have to accept it. If no satisfactory replacement is available or accepted, we will cancel the agreement and refund all payments without a cancellation charge.

You may ask to change the goods before they are sent, subject to availability and our agreement. If the product, price, payment terms or delivery arrangements change, we will prepare a new Layby Sale Order. Payments already made will be credited to the new order.

5. Ownership and risk

Ownership of the goods passes to you when they are delivered to, or collected by, you. The goods remain at our risk until you take possession.

If a balance remains after delivery or collection, you must continue making the agreed payments until the balance is paid in full.

6. Cancelling your agreement

You may cancel at any time before you take possession of the goods by calling 09 928 6828 or emailing info@everestvs.co.nz. You do not need to use a special form.

Every customer may cancel without a cancellation charge during the first five working days, starting on the day after receiving a copy of the agreement. If this agreement is an uninvited direct sale, this five-working-day cancellation right also applies under the Fair Trading Act 1986. Before an uninvited direct sale agreement is entered into, our representative must tell you about that cancellation right and how to cancel. Nothing in these terms limits any additional right you have under the Fair Trading Act 1986.

If you cancel after the five-working-day period but before taking possession, a cancellation charge may apply. It is calculated case by case and is the lesser of:

- \$150; and
- our actual and reasonable costs arising directly from your individual agreement.

These costs may include non-refundable supplier, delivery or transaction costs and reasonable staff time directly needed to set up, manage and cancel your order. We will deduct costs that we avoided, recovered or could reasonably recover.

The cancellation charge does not include lost profit, marketing costs, general overhead, interest, dishonour fees, penalties or an amount charged only to discourage cancellation.

We will refund all payments received, less any lawful cancellation charge, and process the refund without delay. Please allow up to 10 business days for the refund to be completed. If the cancellation charge is more than the amount you have paid, the unpaid balance of the charge remains payable.

After you take possession, any return is dealt with under the Consumer Guarantees Act 1993, our returns policy, or another agreement with us. We may agree to a change-of-mind return where the goods are complete, undamaged and in materially the same condition as supplied.

7. Cancellation by Everest

Before you take possession of the goods, we may cancel the agreement only where the law allows. This may include a material breach by you, goods becoming unavailable with no satisfactory replacement, or another situation allowed by law.

Before delivery, four missed scheduled payments may amount to a material breach, but do not automatically end the agreement. We may instead agree catch-up payments, change the payment schedule or make another arrangement.

If we lawfully cancel before you take possession because of your material breach, we will refund payments received less any lawful cancellation charge. If we cancel before you take possession because the goods are unavailable, because we breached the agreement, or for another reason not caused by you, we will refund all payments without a cancellation charge.

Once you have taken possession of the goods, a missed payment or other payment default does not cancel the agreement and does not create a right to a refund under this clause. Any unpaid balance remains payable. We may contact you to arrange payment and may recover actual and reasonable third-party enforcement or recovery costs where legally recoverable. Your rights under the Consumer Guarantees Act 1993 and any other applicable law continue to apply.

8. Statements

You may ask for a statement of your layby account at any time. We will provide it free of charge within five working days. It will show the total price, payments received, the remaining balance, when the balance is payable and any cancellation charge that would apply at that time.

9. Your consumer rights

The goods come with rights and guarantees under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Nothing in this agreement limits any right or remedy that cannot legally be limited.

Please check the goods after delivery and tell us promptly if the wrong item was supplied or there is visible damage. If the goods do not meet a legal guarantee, you may be entitled to repair, replacement, refund, rejection of the goods or compensation, depending on the circumstances.

10. Missed payments and enforcement costs

We do not charge default interest, late-payment fees, dishonour fees, internal collection fees or internal administration fees.

If you materially breach the agreement and we reasonably incur third-party enforcement or recovery costs as a direct result, you may be required to pay only the actual and reasonable costs that are legally recoverable. This may include court, tribunal, legal or licensed collection costs where lawfully incurred or awarded.

11. Changes, notices and electronic records

Any agreed change to the goods, price, payments or delivery arrangements will be recorded in writing or electronically. We will not add a new fee, increase the total price or materially reduce your rights under an existing agreement without your agreement, unless the law requires it.

You agree that the agreement, notices, statements, changes and other records may be created, accepted, signed, sent and stored electronically.

We may contact you using the email, mobile number or address you last provided. Please tell us promptly if your contact or payment details change.

12. Privacy

We collect and use only the personal information reasonably needed to assess and manage your order, verify identity, process payments, deliver the goods, prevent fraud, respond to complaints, enforce the agreement and comply with the law.

We may share relevant information with service providers, payment and delivery providers, professional advisers, debt collection agencies and any person considering or receiving an assignment of the agreement or an unpaid amount.

We take reasonable steps to keep your information secure, keep it only for as long as reasonably or legally required, and dispose of it securely when no longer needed. Our privacy policy explains how you may request access to or correction of your information.

13. Assignment and general terms

We may assign or transfer our rights under the agreement, including any amount lawfully due. This does not reduce any right or defence you have. You may not transfer your rights or obligations without our written consent.

If the Layby Sale Order and these Terms of Sale are inconsistent, the Layby Sale Order applies to the extent of the inconsistency. If any term is invalid or cannot be enforced, the rest of the agreement continues. New Zealand law applies.

14. Complaints

If you are not satisfied with the service you receive from us, please contact us via email. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. To lodge a complaint, please email us at info@everestvs.co.nz with "Complaint" in the subject line. Your email must include:

- The nature of your complaint
- Your ideal resolution

We will acknowledge receipt of your complaint within 3 business days and provide a response within 14 business days. We may contact you to request further information if the details provided are insufficient for us to properly assess your concerns.

Any questions?

Call: 09 928 6828
www.everestvs.co.nz

Business Hours:

Monday - Friday
10am - 7pm

Address:

PO Box 11207, Ellerslie,
Auckland, 1542