















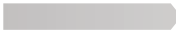
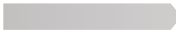











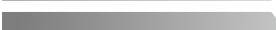
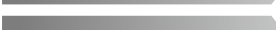





2022 / 2023

# price book

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# price index

description		unit	RRP incl. gst	page
spa hard covers	production and custom	ea	\$ 960.00	4
spa floating covers	20mm spa foam	ea	\$ 535.00	5
	6mm duokote®	ea	\$ 740.00	5
spa hard cover lifters	rock-it	ea	\$ 435.00	6
	cover valet pro	ea	\$ 545.00	6
	cover Rx	ea	\$ 425.00	7
	cover caddy	ea	\$ 545.00	7
debris covers		per sqm	\$ 68.00	8
thermal blankets	duokote®	per sqm	\$ 67.00	9
solar blanket site trim	triple cell® 610 blue	per sqm	\$ 40.00	10
	super bubble 550 clear	per sqm	\$ 40.00	10
	soltego® 500 blue	per sqm	\$ 34.00	10
	geobubble 500 black	per sqm	\$ 34.00	12
	geobubble sol+guard	per sqm	\$ 34.00	12
	geobubble Selective T	per sqm	\$ 34.00	12
	shroud	per lineal m.	\$ 33.00	12
solar blanket upgraded	triple cell® 610 blue	per sqm	\$ 56.00	11
	super bubble 550 clear	per sqm	\$ 56.00	11
	soltego® 500 blue	per sqm	\$ 52.00	11
	geobubble 500 black	per sqm	\$ 47.00	13
	geobubble sol+guard	per sqm	\$ 47.00	13
	geobubble Selective T	per sqm	\$ 47.00	13
commercial covers	covers	per sqm	P.O.A	14
reels - commercial	reels	ea	P.O.A	15
	school brackets	per set	\$ 1,087.00	15
reels - My-T 60®	75mm tube	4.00m	\$ 1,045.00	16
	75mm tube	4.50m	\$ 1,065.00	16
	75mm tube	5.00m	\$ 1,085.00	16
	75mm tube	5.50m	\$ 1,105.00	16
	75mm tube	5.75m	\$ 1,145.00	16
reels - My-T 80®	100mm tube	5.10m	\$ 1,435.00	17
	100mm tube	5.70m	\$ 1,475.00	17
	100mm tube	6.20m	\$ 1,515.00	17
reels - My-T 100®	100mm tube	5.10m	\$ 1,830.00	17
	100mm tube	5.70m	\$ 1,870.00	17
	100mm tube	6.20m	\$ 1,910.00	17
reels - castors	stainless - My-T 80 & 100	per set	\$ 1,450.00	17
reels - platinum	100mm tube	4.00m	\$ 1,265.00	18
	100mm tube	4.50m	\$ 1,295.00	18
	100mm tube	5.00m	\$ 1,325.00	18
	100mm tube	5.50m	\$ 1,355.00	18
reels - elegance	100mm tube	4.00m	\$ 1,375.00	19
	100mm tube	4.50m	\$ 1,405.00	19
	100mm tube	5.00m	\$ 1,435.00	19
reels - castors	100mm tube	5.50m	\$ 1,465.00	19
	plastic - eleg. & plat.	per set	\$ 90.00	18/19
	stainless - eleg. & plat.	per set	\$ 175.00	18/19
reels - under seat	components	ea	from \$ 780.00	20
reels - below deck	motor assisted	ea	\$ 7,450.00	21
	90° hand reel	ea	from \$ 2,180.00	21
slat automatic		ea	P.O.A	22/23
pit cover support beams	dry pit beam	per lineal m.	\$ 288.00	24

# spa hard covers



## hard covers

RRP incl. GST

### ■ specification

tapered polystyrene core  
marine grade vinyl  
"c" channel

### ■ safety

complies with NZS 8500-2006

### ■ warranty

36 month against faulty  
material or workmanship

## hard covers - production

### ■ includes

existing BMH patterns  
pattern list on pages 26 to 32  
includes leiserite,  
hotsprings, trueform, etc.

≤ 2.4m x 2.4m     \$     960.00

> 2.4m x 2.4m     \$     P.O.A

## hard covers - custom

### ■ includes

one off covers  
pattern supplied by customer

≤ 2.4m x 2.4m     \$     960.00

> 2.4m x 2.4m     \$     P.O.A

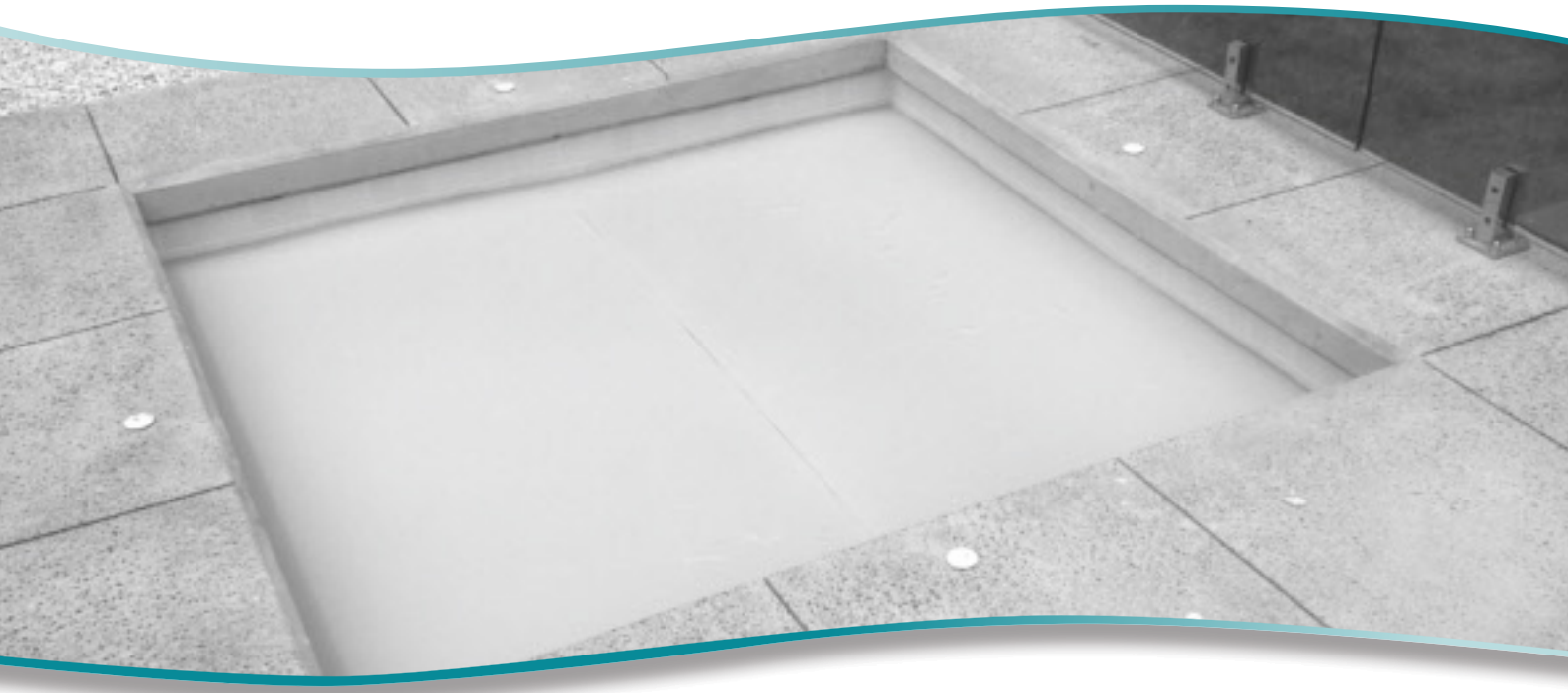
## hard covers - parts

### ■ hotsprings spa cover lifter plates

per side

no charge

# spa floating covers



## spa floating covers

RRP incl. GST

### ■ benefits

low cost  
durability  
easy to use

## 20mm spa foam

### ■ specification

20mm closed cell p.e. foam  
maximum dimension 2m \* 2m  
cover in two halves

≤ 4.0 sqm    \$    535.00

### ■ colours

sky blue or light grey

### ■ warranty

36 month against faulty  
material or workmanship

## 6mm duokote

### ■ specification

6mm tri-layer p.e. and foam  
pattern supplied by customer

≤ 7.0 sqm    \$    740.00

> 7.0 sqm    \$    P.O.A

### ■ colours

sky blue, royal blue, grey or  
black

### ■ uses

oversized spas  
dimensions > 2m \* 2m

### ■ warranty

12 month against faulty  
material or workmanship



# spa hard cover lifters



## cover rock-it

- **lifting**  
manual
- **spa size**  
fits most spas up to 2.0 m square
- **space requirements**  
rear 500mm / side 100mm  
suits spa heights 770 to 1110mm  
maximum cover weight 23 kg
- **warranty**  
36 months



## RRP incl. GST

		Order Size
\$	435.00 ea	1 to 4
\$	413.25 ea	5 to 9
\$	391.50 ea	10 to 14
\$	369.75 ea	15 plus

## cover valet pro

- **lifting**  
gas strut assisted
- **spa size**  
fits most spas up to 2.2m square  
for use when space restricted  
maximum cover weight 23 kg
- **space requirements**  
rear clearance 170mm  
suits any spa height
- **warranty**  
36 months



		Order Size
\$	545.00 ea	1 to 4
\$	517.75 ea	5 to 9
\$	490.50 ea	10 to 14
\$	463.25 ea	15 plus

# spa hard cover lifters



## cover Rx

- lifting
  - manual lift
- spa size
  - fits most spas up to 2.2m square
  - for use when space restricted
  - maximum cover weight 25 kg
- space requirements
  - rear clearance 480 mm
  - suits spa heights 610 to 965 mm
- warranty
  - 36 months



RRP incl. GST

### Order Size

\$	425.00 ea	1 to 4
\$	403.75 ea	5 to 9
\$	382.50 ea	10 to 14
\$	361.25 ea	15 plus

## cover caddy

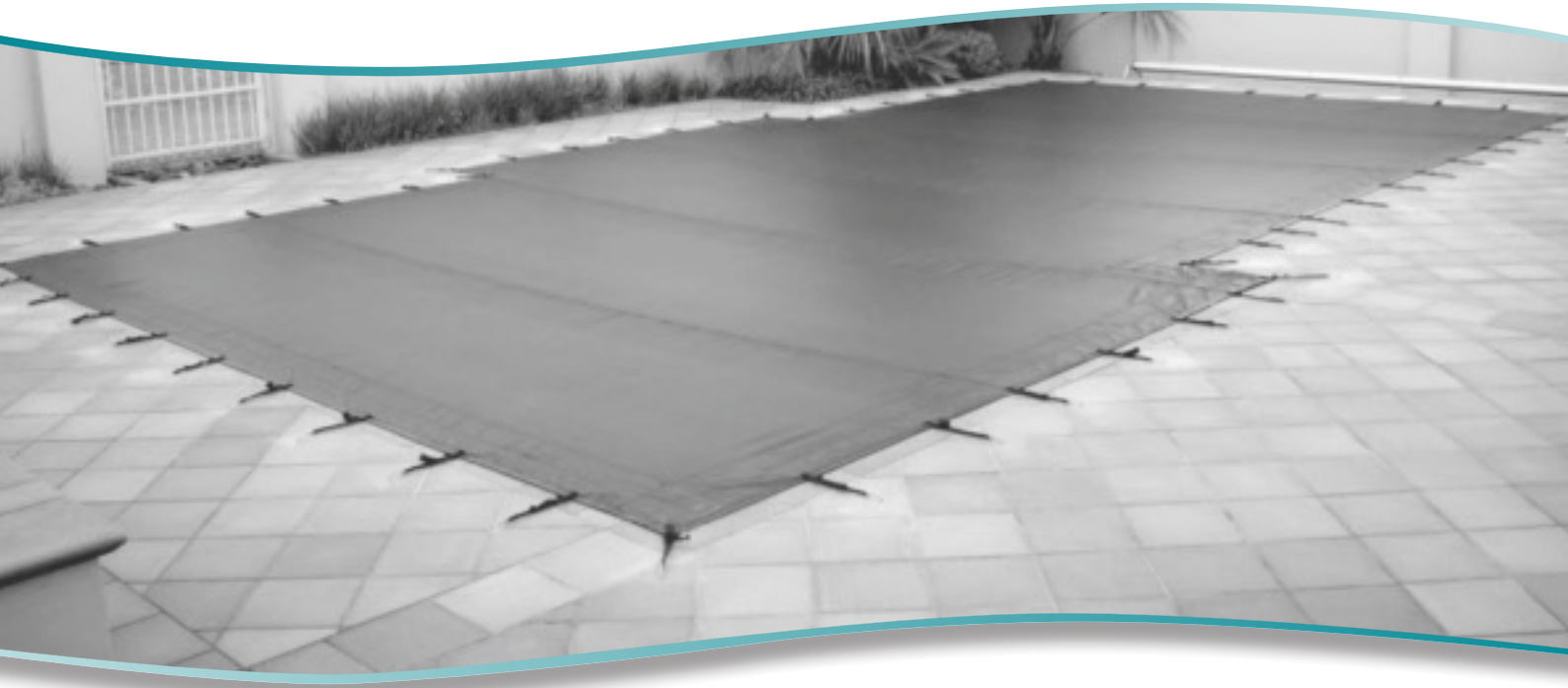
- lifting
  - gas strut assisted
- spa size
  - fits most spas up to 2.4m square
  - maximum cover weight 27 kg
- space requirements
  - rear clearance adjustable 765 to 915mm
  - suits spa heights 765 to 1010 mm
- warranty
  - 36 months



### Order Size

\$	545.00 ea	1 to 4
\$	517.75 ea	5 to 9
\$	490.50 ea	10 to 14
\$	463.25 ea	15 plus

# debris covers



## debris mesh

- **specification**  
woven polypropylene mesh
- **colours**  
dark blue, black or dark green
- **pool size / shape**  
some limitations, call us
- **warranty**  
36 month against faulty material or workmanship
- **note**  
'cover size' versus 'pool size'  
debris covers overlap the pool by approximately 150mm. include this overlap when calculating square meters

RRP incl. GST

per sqm\*      \$      68.00

price guide	30m <sup>2</sup>	\$	2,040
	35m <sup>2</sup>	\$	2,380
	40m <sup>2</sup>	\$	2,720
	45m <sup>2</sup>	\$	3,060
	50m <sup>2</sup>	\$	3,400
	55m <sup>2</sup>	\$	3,740
	60m <sup>2</sup>	\$	4,080
	65m <sup>2</sup>	\$	4,420



# thermal blankets



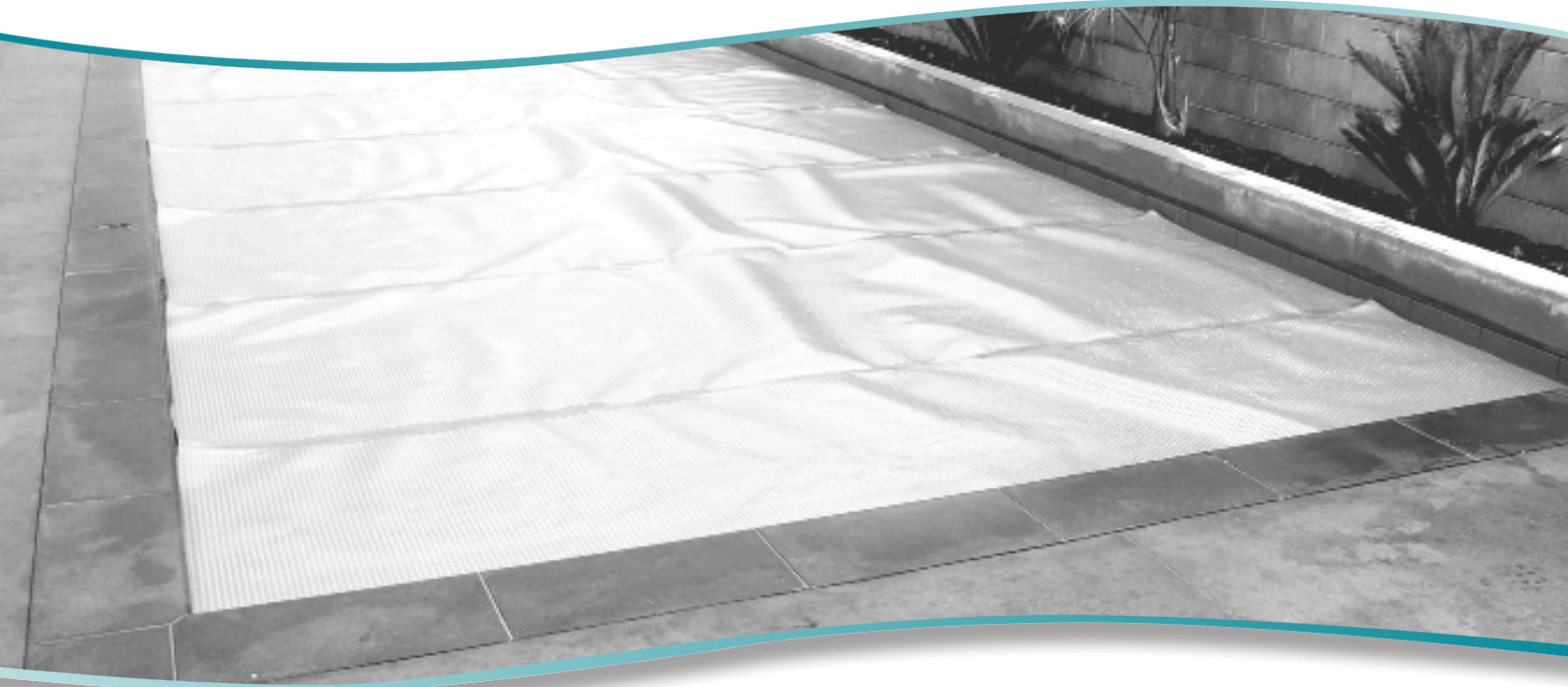
## duokote® thermal blanket

- **insulation**  
creates a thermal barrier and minimises heat loss via evaporation
- **colours**  
sky blue, royal blue, grey and black
- **specification**  
3mm tri-layer p.e. and foam
- **pool size**  
any size possible
- **pool shape**  
our unique and innovative hinge system can be used for odd shaped pools - call us to discuss options
- **warranty**  
36 month against faulty material or workmanship
- **reel systems**  
see pages 15 to 21

## RRP incl. GST

per sqm      \$      67.00

price guide	30m <sup>2</sup>	\$	2,010
	35m <sup>2</sup>	\$	2,345
	40m <sup>2</sup>	\$	2,680
	45m <sup>2</sup>	\$	3,015
	50m <sup>2</sup>	\$	3,350
	55m <sup>2</sup>	\$	3,685
	60m <sup>2</sup>	\$	4,020
	65m <sup>2</sup>	\$	4,355



## solar blanket - site trim

RRP incl. GST

- **insulation**  
creates a thermal barrier and  
minimises heat loss via  
evaporation
- **pool size/shape**  
almost any size and shape
- **specification**  
toughened bubble plastic
- **warranty**  
36 month against faulty  
material or workmanship

## bmh triple cell® 610 site trim

- |                           |         |    |              |
|---------------------------|---------|----|--------------|
| ■ 610 micron thick / blue | per sqm | \$ | <b>40.00</b> |
|---------------------------|---------|----|--------------|

## super bubble® 550 site trim

- |                            |         |    |              |
|----------------------------|---------|----|--------------|
| ■ 550 micron thick / clear | per sqm | \$ | <b>40.00</b> |
|----------------------------|---------|----|--------------|

## soltego® 500 site trim

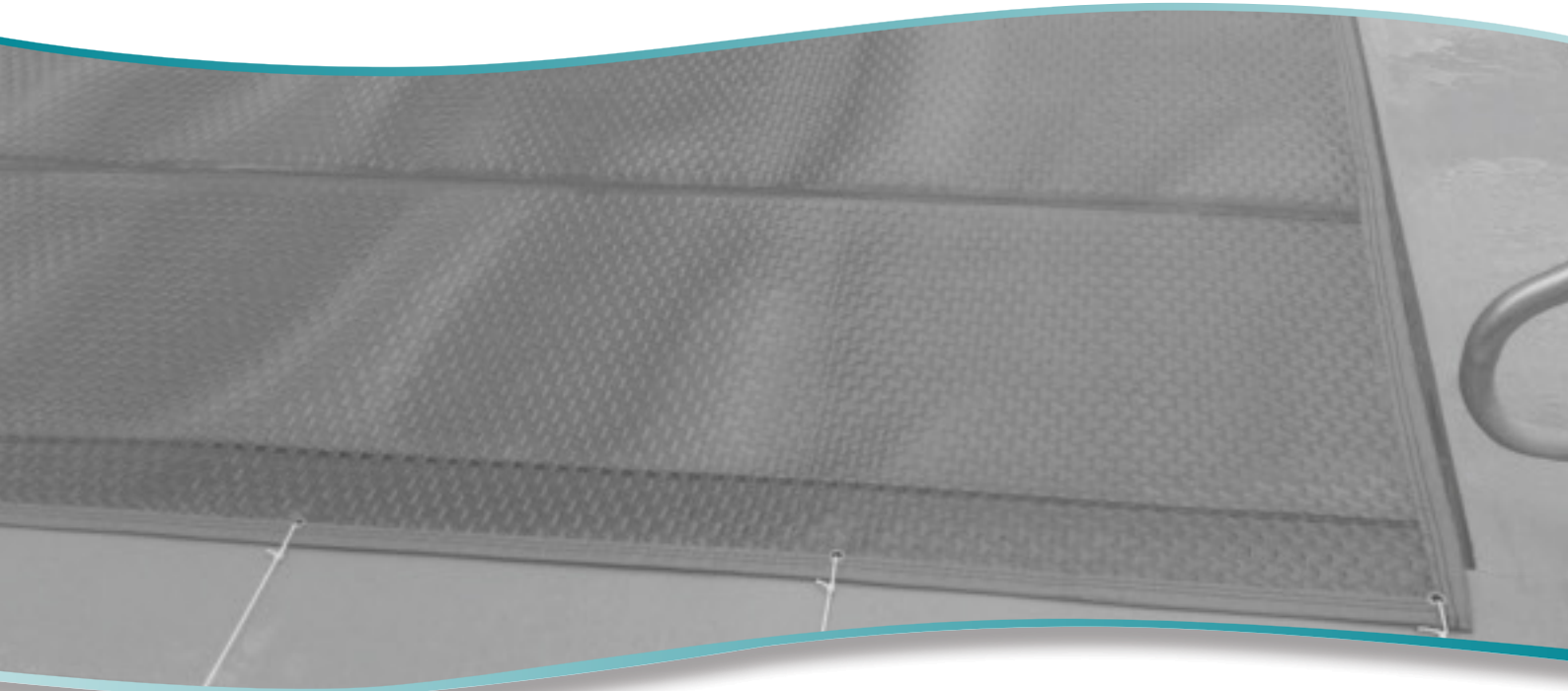
- |                           |         |    |              |
|---------------------------|---------|----|--------------|
| ■ 500 micron thick / blue | per sqm | \$ | <b>34.00</b> |
|---------------------------|---------|----|--------------|

## shroud

- |   |              |    |              |
|---|--------------|----|--------------|
| ■ protects cover from sun<br>damage while on the reel | per lineal m | \$ | <b>33.00</b> |
|---|--------------|----|--------------|



# solar blankets



## solar blanket - upgraded

RRP incl. GST

- **concept**  
factory trim to accurate dimensions, edge bound,  
reinforced reel end, boom pocket, 8mm pull out rope
- **insulation**  
creates a thermal barrier and  
minimises heat loss via evaporation
- **pool size/shape**  
almost any size and shape
- **specification**  
toughened, uv resistant bubble plastic
- **warranty**  
36 month against faulty  
material or workmanship

## soltego triple cell® 610 upgraded

- |                           |         |    |       |
|---------------------------|---------|----|-------|
| ■ 610 micron thick / blue | per sqm | \$ | 56.00 |
|---------------------------|---------|----|-------|

## super bubble® 550 upgraded

- |                            |         |    |       |
|----------------------------|---------|----|-------|
| ■ 550 micron thick / clear | per sqm | \$ | 56.00 |
|----------------------------|---------|----|-------|

## soltego® 500 upgraded

- |                           |         |    |       |
|---------------------------|---------|----|-------|
| ■ 500 micron thick / blue | per sqm | \$ | 52.00 |
|---------------------------|---------|----|-------|

## trim colour options

- grey / white / sky blue / royal blue / black

# solar blankets



## solar blanket - site trim

RRP incl. GST

- **concept**  
over sized sheet supplied for trimming onsite  
only requires simple length and width dimensions
- **insulation**  
creates a thermal barrier and  
minimises heat loss via evaporation
- **pool size/shape**  
almost any size and shape
- **specification**  
toughened, uv resistant bubble plastic
- **warranty**  
36 month against faulty  
material or workmanship

## geo bubble® site trim standard bubble

- 500 micron / black / site trim

per sqm      \$      34.00

## geo bubble® site trim sol+guard bubble

- 500 micron / clear / site trim

per sqm      \$      34.00

## geo bubble® site trim selective transmission bubble

- 500 micron / dark navy / site trim

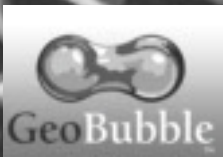
per sqm      \$      34.00

## shroud

- protects cover from sun  
damage while on reel

per lineal m      \$      33.00

# solar blankets



## solar blanket - upgraded

RRP incl. GST

- **concept**  
factory trim to accurate dimensions, edge bound,  
reinforced reel end, boom pocket, 8mm pull out rope
- **insulation**  
creates a thermal barrier and  
minimises heat loss via evaporation
- **pool size/shape**  
almost any size and shape
- **specification**  
toughened, uv resistant bubble plastic
- **warranty**  
36 month against faulty  
material or workmanship

## geo bubble® upgraded standard bubble

- 500 micron / black / upgraded

per sqm      \$      47.00

## geo bubble® upgraded sol+guard bubble

- 500 micron / clear / upgraded

per sqm      \$      47.00

## geo bubble® upgraded selective transmission bubble

- 500 micron / dark navy / upgraded

per sqm      \$      47.00

## trim colour options

- grey / white / sky blue / royal blue / black



# commercial covers



## commercial covers

RRP incl. GST

\$ P.O.A

- cover types
  - thermal blanket
  - solar blanket
  - debris
- applications
  - schools
  - councils
  - aquatic centres
- pool size
  - any size possible with planning
- pricing
  - non standard trade pricing



# reels - commercial



## commercial reels

- operation
  - motorised
  - manual
- design
  - fixed
  - mobile
  - underseat
- pool type
  - new
  - existing pools
- pricing
  - non standard trade pricing
- warranty
  - 36 months against faulty material or workmanship

RRP incl. GST

\$ P.O.A

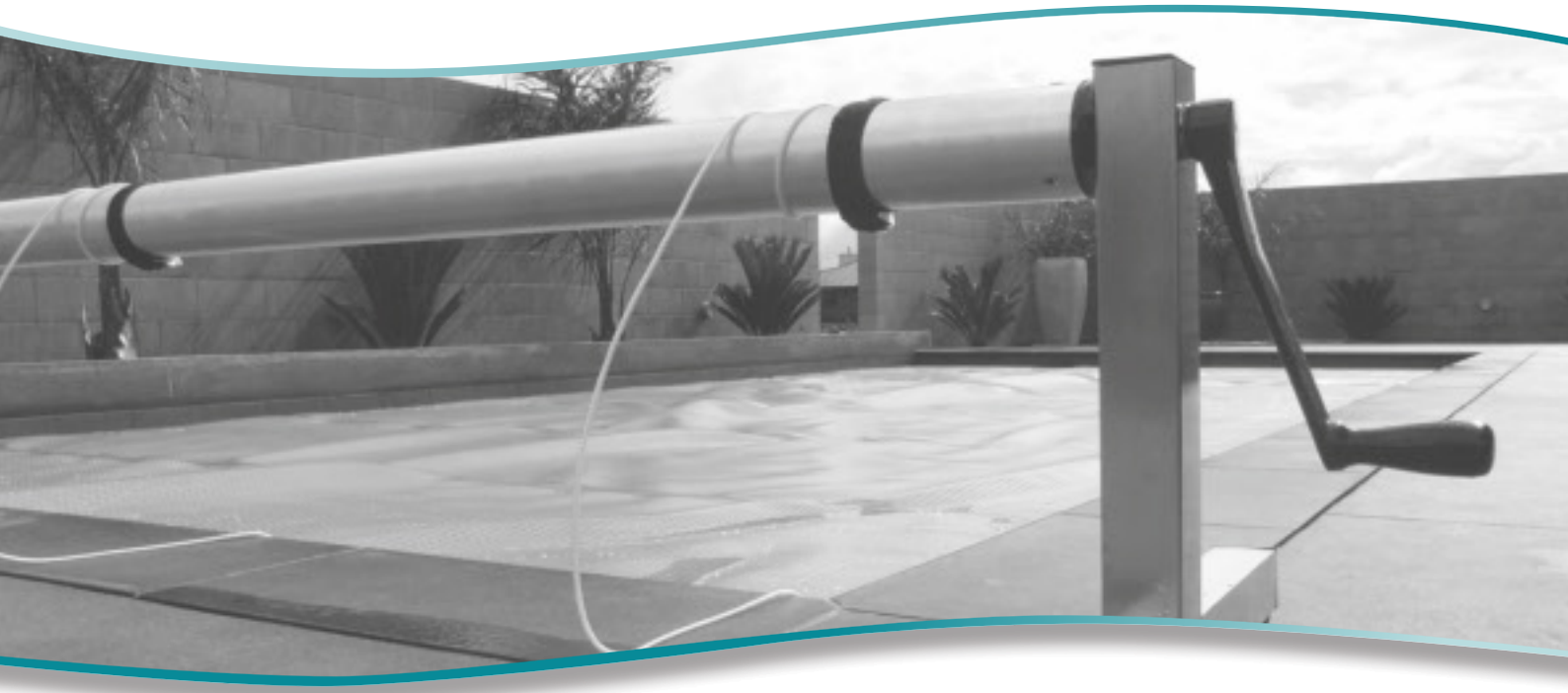
## school brackets

- design
  - securely fixes manual reel to pool while remaining removable



per set \$ 1,087.00

# reels - above deck



## reels - My-T / small

RRP incl. GST

- **concept**
  - simple, durable design
  - a cost effective reel option
  - nz made and proven over 20 years
- **pool size**
  - suitable for smaller residential pools
- **specification**
  - electropolished stainless steel frames
  - 75mm diameter, 3mm wall, anodised aluminium tube
- **warranty**
  - 36 month against faulty material or workmanship

## My-T 60 reel

■ <b>specification</b>	4.00m	75mm Ø	\$	1,045.00
<b>stainless steel &amp; aluminium</b>	4.50m	75mm Ø	\$	1,065.00
■ <b>frame size</b>	5.00m	75mm Ø	\$	1,085.00
<b>550mm (w) x 410mm (h)</b>	5.50m	75mm Ø	\$	1,105.00
■ <b>pool size</b>	5.75m	75mm Ø	\$	1,145.00
<b>&lt;60m<sup>2</sup></b>				

# reels - above deck



## reels - my-T / large

RRP incl. GST

- **concept**
  - simple, durable design
  - a cost effect reel option
  - nz made and proven over 20 years
- **pool size**
  - suitable for large residential pools and small commercial pools
- **specification**
  - electropolished stainless steel frames
  - 100mm diameter, 3mm wall, anodised aluminium tube
- **warranty**
  - 36 month against faulty material or workmanship

## my-T 80 reel

■ <b>specification</b>	5.10m	100mm Ø	\$	1,435.00
<b>stainless &amp; aluminium</b>	5.70m	100mm Ø	\$	1,475.00
■ <b>frame size</b>	6.20m	100mm Ø	\$	1,515.00
<b>700mm (w) x 520mm (h)</b>				
■ <b>pool size</b>			\$	
<b>&lt;80m<sup>2</sup></b>				

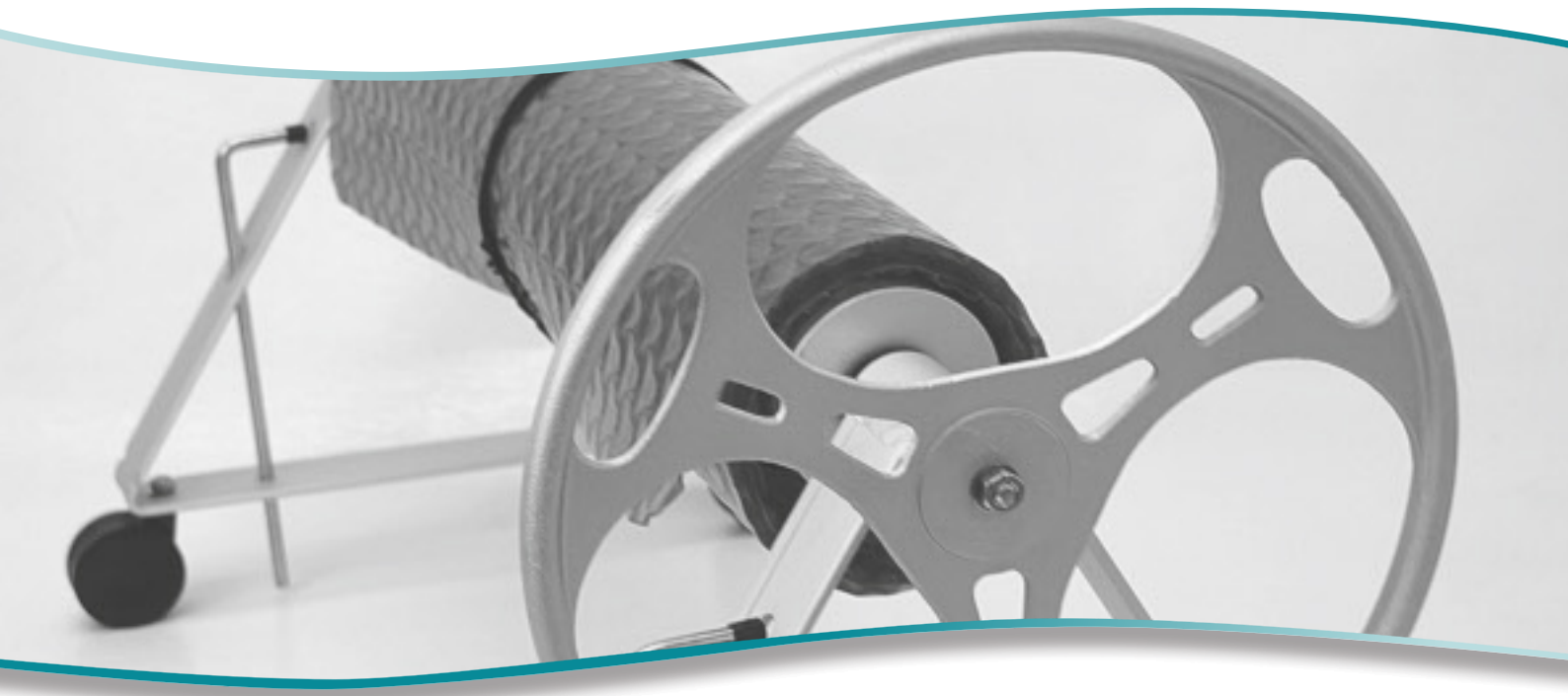
## my-T 100 reel

■ <b>specification</b>	5.10m	100mm Ø	\$	1,830.00
<b>stainless &amp; aluminium</b>	5.70m	100mm Ø	\$	1,870.00
■ <b>frame size</b>	6.20m	100mm Ø	\$	1,910.00
<b>850mm (w) x 650mm (h)</b>				
■ <b>pool size</b>				
<b>&lt;100m<sup>2</sup></b>				

## castors

■ <b>specification</b>			\$	1,450.00
<b>stainless steel / 75mm / braked / cross brace</b>				

# reels - above deck



## reels - platinum

RRP incl. GST

- **concept**
  - simple, durable design
  - castor options
  - proven over 20 years in australia
- **pool size/shape**
  - residential pools up to 55 sqm
- **specification**
  - aluminium triangle frame
  - 100mm anodised aluminium tube / 3mm wall
- **warranty**
  - 36 month against faulty material or workmanship



## platinum

- **specification**
  - aluminium triangular frame
- **frame size**
  - 400mm (w) x 400mm (h) with castors
- **pool size**
  - <55m<sup>2</sup>

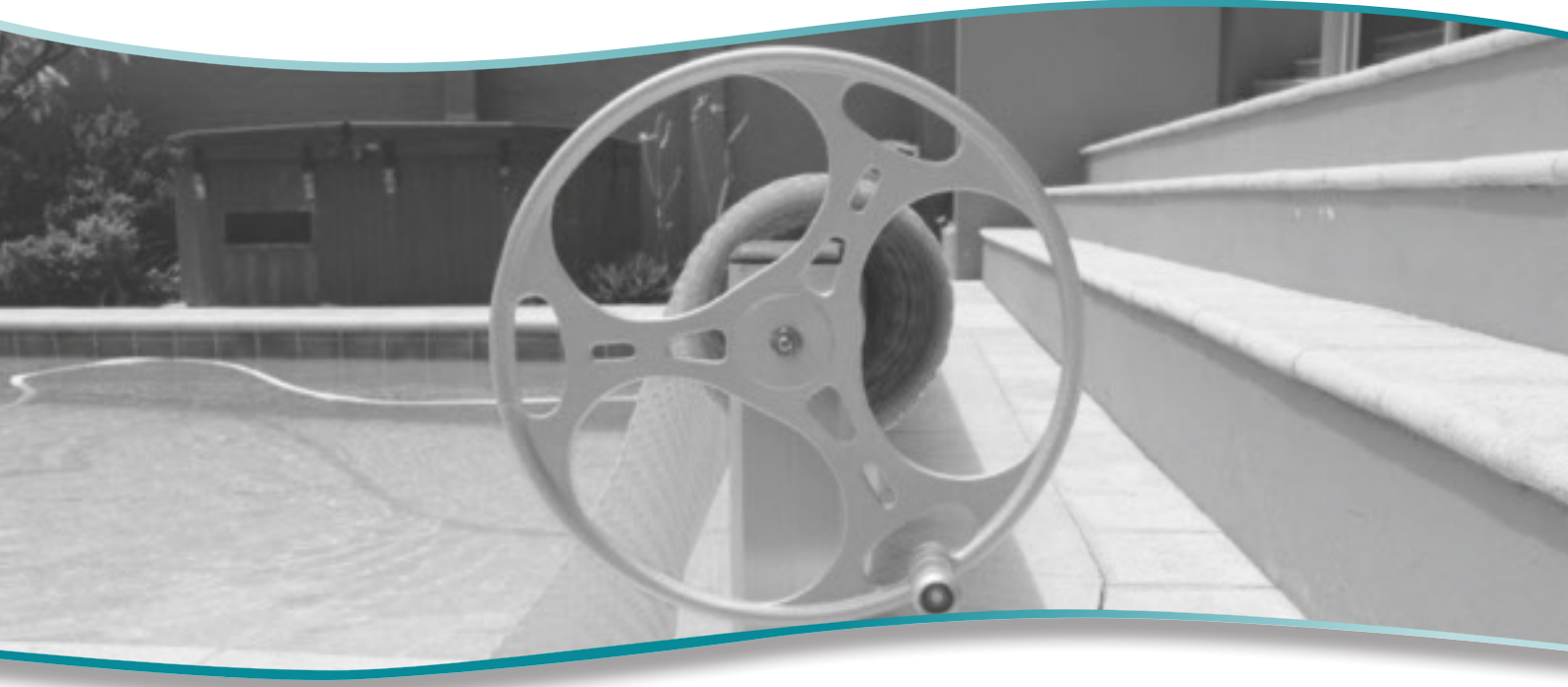
4.00m	100mm Ø	\$	1,265.00
4.50m	100mm Ø	\$	1,295.00
5.00m	100mm Ø	\$	1,325.00
5.50m	100mm Ø	\$	1,355.00

## castors

- **specification**
  - plastic ( pinned only )
  - stainless ( braked and pinned )

Plastic	75 mm Ø	\$	90.00
Stainless	50 mm Ø	\$	175.00

# reels - above deck



## reels - elegance

- **concept**  
strong construction with design style  
function combined with form  
designed in australia
- **pool size**  
residential pools up to 65 sqm
- **specification**  
extruded aluminium frame / anodised  
100mm anodised aluminium tube / 3mm wall
- **warranty**  
36 month against faulty  
material or workmanship

RRP incl. GST



## elegance

- **specification**  
extruded aluminium frame
- **frame size**  
400mm (w) x 400mm (h) with castors
- **pool size**  
<65m<sup>2</sup>

4.00m	100mm Ø	\$	1,375.00
4.50m	100mm Ø	\$	1,405.00
5.00m	100mm Ø	\$	1,435.00
5.50m	100mm Ø	\$	1,465.00

## castors

- **specification**  
plastic (pinned only)  
stainless (braked and pinned)

Plastic	75 mm Ø	\$	90.00
Stainless	50 mm Ø	\$	175.00

# reels - under seat



## under seat components

RRP incl. GST

- **concept**
  - build your own seat
  - incorporate reel components
- **benefits**
  - stable reel
  - hidden cover
  - protected cover
  - poolside seating
- **components included**
  - hubs/axles/handles/tube/
  - wall mount disks

## domestic

- **pool size**
  - domestic pools up to 65sqm
  - discuss options with BMH
- **pool shape**
  - limited to basic rectangles
  - with minimal features

crank handle set	up to 65 sqm	\$	780.00
round handle set	up to 65 sqm	\$	880.00

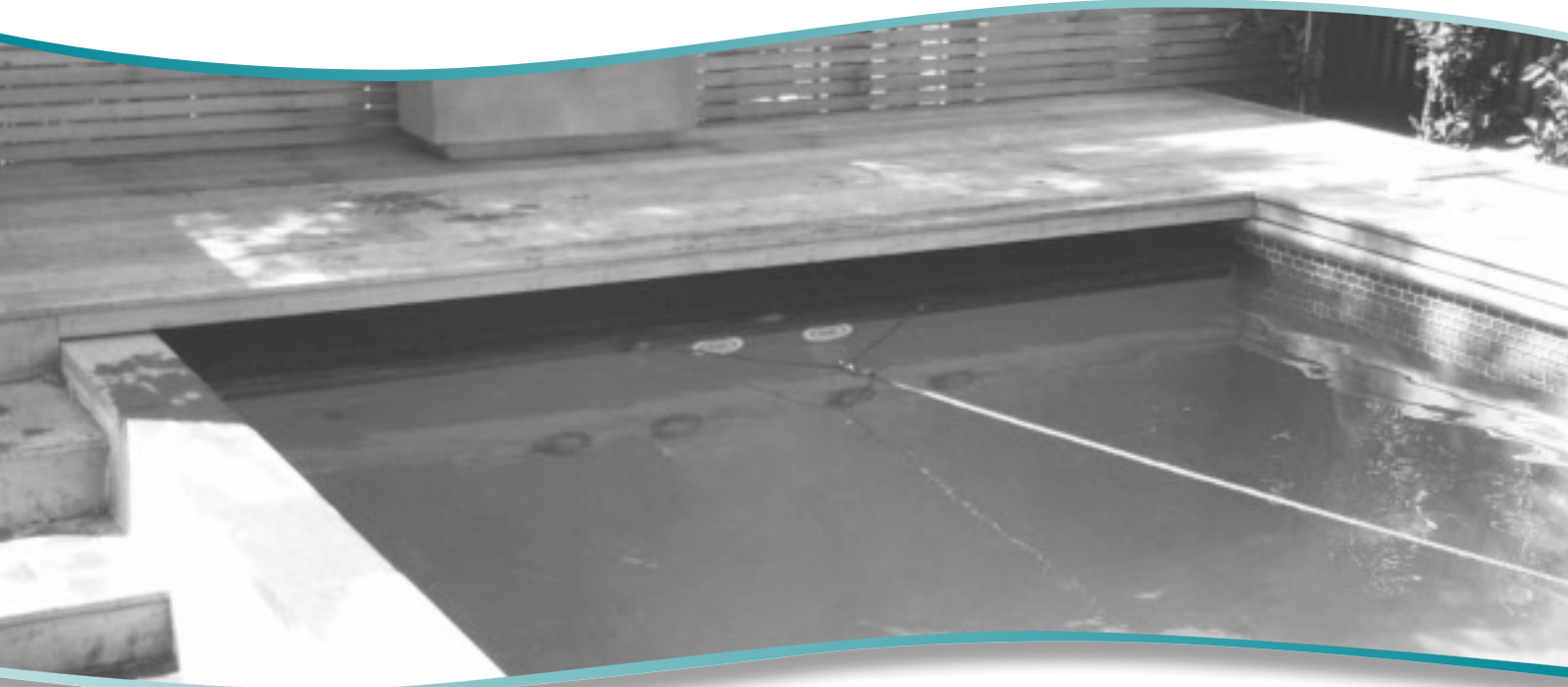
## commercial

- **pool size**
  - commercial pools up to 150sqm
  - discuss options with BMH
- **pool shape**
  - limited to basic rectangles
  - with minimal features

manual	up to 125 sqm	\$	P.O.A.
motorised	up to 150 sqm	\$	P.O.A.



# reels - below deck



## motor assisted reel

RRP incl. GST

- operation  
motorised cover retrieval /  
motor assisted pull out
- pool size / shape  
limited  
discuss options with BMH
- cover options  
thermal or solar blankets
- pricing  
non standard trade pricing



up to 90 sqm \$ 7,450.00

## manual 90° reel ( Cairo Custom )

- operation  
manual cover retrieval /  
manual pull out
- pool size / shape  
limited  
discuss options with BMH
- cover options  
thermal or solar blankets

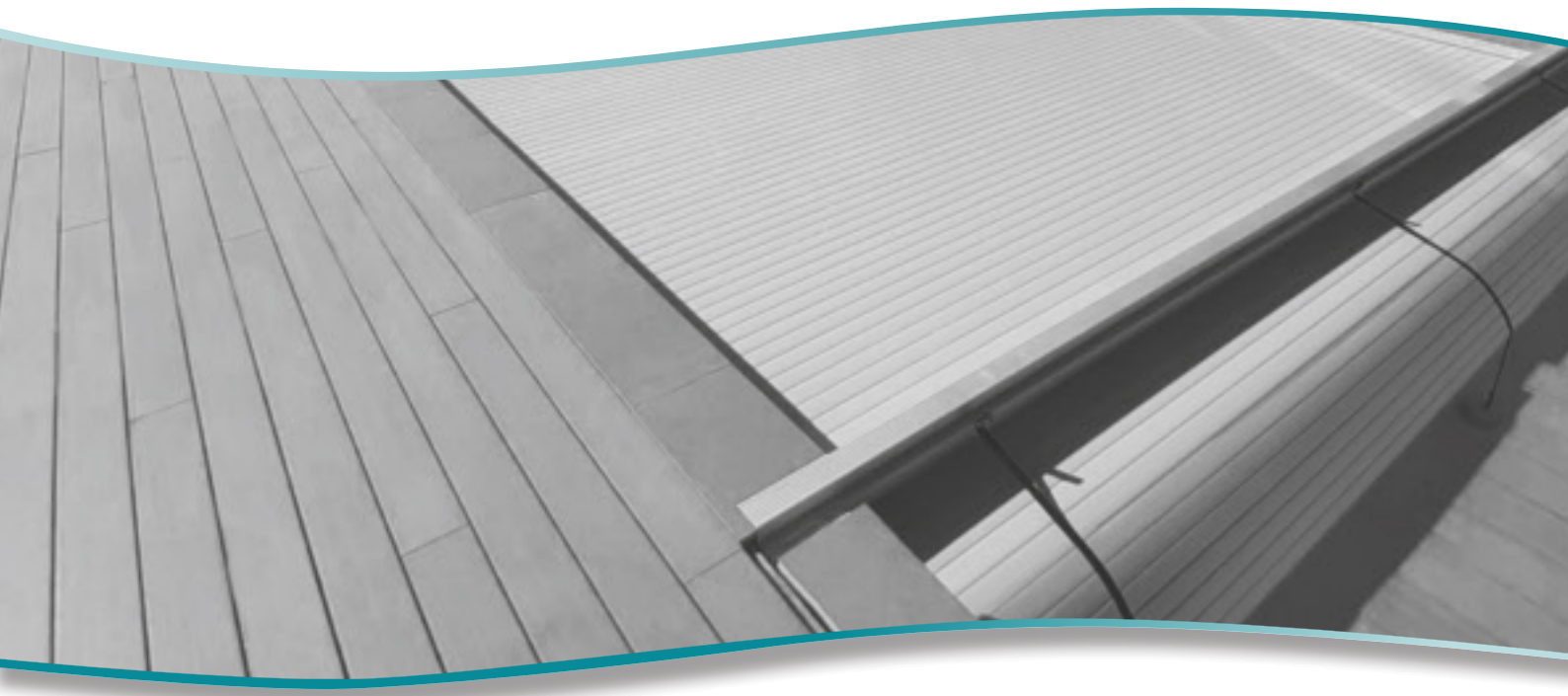


wall mount bracket up to 65 sqm \$ 2,180.00

wall mount bracket up to 85 sqm \$ 3,820.00

frames up to 65 sqm \$ 2,995.00

# slat auto - real-time



## bmh real-time slat covers

RRP incl. GST

- pool type  
new & existing pools
- pool shape  
limited to rectangular pools  
with minimal features
- drive system  
european tubular motors  
below deck, submerged reel
- slats  
hollow PVC  
unique hinge system  
colour - grey
- system benefits  
lower prices  
tubular motor means no through wall penetrations  
faster lead times - all components stocked locally
- pool size  
up to 15.00m \* 5.80m

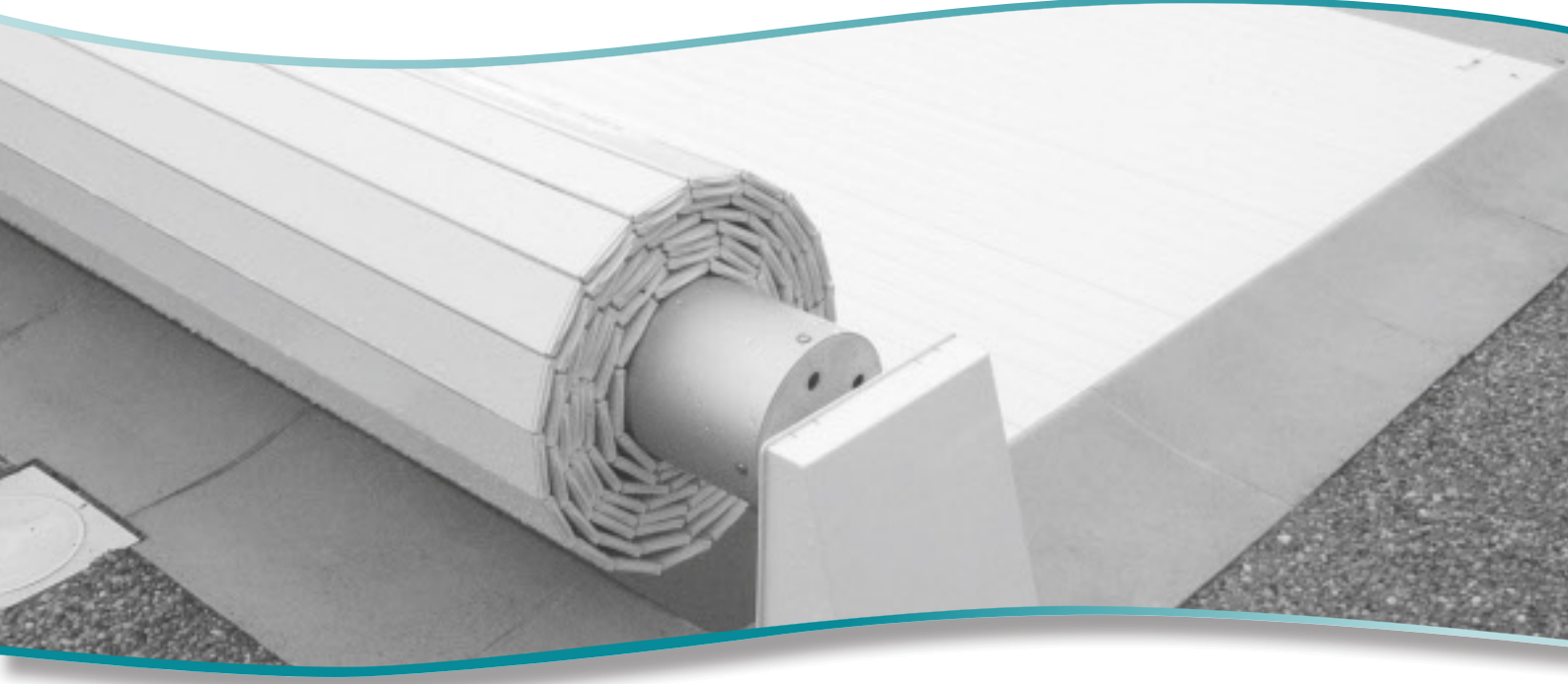
\$ P.O.A

**We have a dedicated Slat Cover website.**

For images, brochures, and technical information visit :

**[www.bmhautopoolcovers.co.nz](http://www.bmhautopoolcovers.co.nz)**

# slat auto - procopi



## stardeck

- pool type  
new pools
- operation  
mains power  
submerged below deck reel
- pool shape  
limited to rectangular pools  
with minimal features
- pool size  
most residential pools  
up to 20.00m \* 10.09m

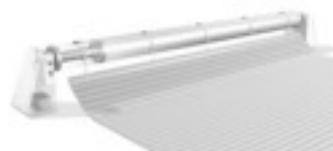


RRP incl. GST

\$ P.O.A

## aquadeck mains EC

- pool type  
new and existing pools
- operation  
mains power  
above deck reel
- pool shape  
limited to rectangular pools  
with minimal features
- pool size  
most residential pools  
up to 14.00m \* 6.09m



\$ P.O.A

# pit cover support beams



## reel pit cover support

RRP incl. GST

- **concept**
  - high strength / low weight
  - engineered design
  - unsupported beam - minimal flex
  - no rust
  - removes need for cantilevered brackets
- **pool size**
  - residential pool widths up to 5.1 m
- **warranty**
  - 36 month against faulty material or workmanship
  - engineers calculations available

## procopi pit beam

- **specification**
  - designed for use with slat cover systems
  - anodised aluminium

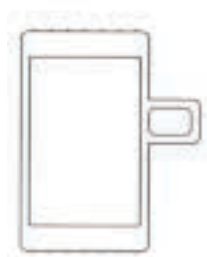
per lineal meter  
beam only      \$      385.00

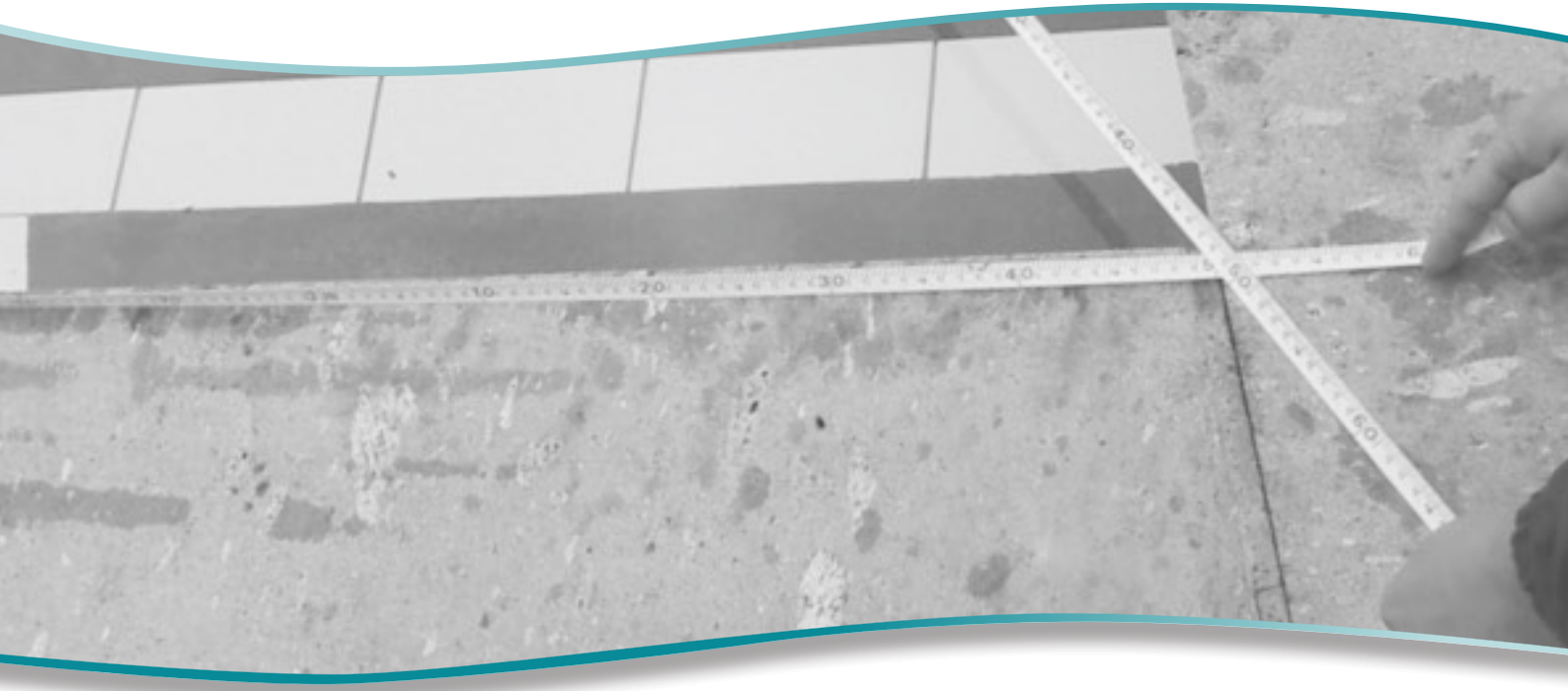
## lo-flex pit beam

- **specification**
  - exposed or clad
  - tread pattern
  - ledge for decking set down
  - use on dry or wet pits
  - anodised aluminium

per lineal meter  
beam only      \$      288.00

wall mount block ea.      \$      275.00





## training assistance

**BMH is here to help.**

- **learn how to explain the pro's and con's of the various options**
- **become more knowledgeable about pool and spa covers**
- **learn how to sell product confidently**
- **learn how to establish what your customer wants**
- **give us a call and talk to one of our experienced representatives**

# hardcover patterns

company	model	shape
Affordable Spas	1800 - S40	Rounded Square
Affordable Spas	1840 Round - S30	Round
Affordable Spas	2100 - S60	Rounded Square
Affordable Spas	2150 Round - S50	Round
Affordable Spas	Shamanti Capri	Square
Alpine Spas	Isis	Square
Alpine Spas	Lucania	Round
Alpine Spas	Oasis	Square
Alpine Spas	Quay West	Square
Alpine Spas	Thoroughbred	Square
Alpine Spas	Vancouver	Square
Aqua Technics	Mediterranean	Square
Aqua Technics	Octagon	Octagon
Aqua Technics	Olympus	Square
Aqua Technics	Queenslander	Square
Aqua Technics	Savanna	Square
Arcadia Spas	Bliss	Rectangle
Artesian Spas	Antigua	Square
Artesian Spas	Dove Canyon	Square
Artesian Spas	Grand Bahama	Square
Blue Label	Aquarius	Square
Blue Label	Delphi	Square
Bullfrog	A5L	Rectangle
Bullfrog	A6L	Rectangle
Bullfrog	A7/A7L	Square
Bullfrog	A8/A8L/A8D	Square
Bullfrog	Series 251 / 451	Rectangle
Bullfrog	Still 7	Rectangle
Cal Spas	Patio Hawaiian	Rectangle
Cal Spas	Patio Pacifica/Tropical	Square
Caldera	Capitolo	Square
Caldera	Florence/Marion/Tahitian	Square
Caldera	Geneva Utopia	Square
Cedar Hot Tub	5 Foot	Round
CedarCraft	1610	Round
CedarCraft	1900/1910	Round
Coast	Manhattan	Square
Coast	Nassau	Square
Coast	Paradise	Square
Coast	Tahiti	Square
Colonial	Hot Tub 4 ft	Round
Colonial	Hot Tub 5 ft	Round
Colonial	Hot Tub 6 ft	Round
Colonial	1610	Round
Compass	X-Trainer Spa	Rectangle



# hardcover patterns

company	model	shape
Curved Constructions	1630 with Heater Cutout	Round
Curved Constructions	1850	Round
Curved Constructions	1865 with Heater Cutout	Round
Curved Constructions	2000	Round
Cyclone	Monsoon	Square
Cyclone	Twister	Square
Cyclone	Typhoon	Square
Cyclone	Zephyr	Rectangle
Dimension 1	Diplomat	Square
Dimension 1	Interlude	Rectangle
Dimension 1	Lotus Bay	Clover Leaf
Dimension 1	Nautilus	Square
Dimension 1	Nautique	Square
Dimension 1	Santiago	Square
Dimension 1	Sojourn	Square
Dimension 1	Triad II	Rectangle
Dreammaker	Eclipse	Round
Free Flow	Accent / Azure	Rectangle
Free Flow	Aptos	Round
Free Flow	Casina ( Old version )	Rectangle
Free Flow	Monterey ( Old Excursion )	Rectangle
Free Flow	Solstice / Accolade 2012	Rectangle
Freedom Pools	Cameo	Square
Freedom Pools	Cascade	Square
Freedom Pools	Classic	Rectangle
Freedom Pools	Clip On Spa	Rectangle
Freedom Pools	Olympian	Square
Fun Spas	Californian	Rectangle
Fun Spas	Nevada	Square
Fun Spas	Para Capri	Square
Fun Spas	Sahara	Square
Galaxy Spas	Aquila / Juno / Jupiter	Square
Galaxy Spas	Ceres	Rectangle
Galaxy Spas	Elite Andromeda	Square
Galaxy Spas	Elite Capella	Rectangle
Galaxy Spas	Elite Carina	Rectangle
Galaxy Spas	Elite Draco	Square
Galaxy Spas	Elite Lyra	Square
Galaxy Spas	Hydro Duo Swim Spa 6 Pce	Rectangle
Galaxy Spas	Hydra Star	Rectangle
Galaxy Spas	Hydra / Orion	Square
Galaxy Spas	Premium Hydra	Square
Generic	1980	Round
Generic	2200	Round
Generic	2275	Round
Generic	2300	Round
Generic	2000 Square / R150 Corners / 80	Square
Generic	2000 Square / R175 Corners / 100	Square
Generic	2000 Square / R200 Corners / 80	Square
Generic	2100 Square / R200 Corners / 50	Square
Generic	2150 Square / R200 Corners / 100	Square

# hardcover patterns

company	model	shape
Generic	2200 Square / R200 Corners / 90	Square
Generic	2280 Square / R200 Corners / 80	Square
Generic	1900 Square / R250 Corners / 60	Square
Generic	1950 Square / R250 Corners / 50	Square
Generic	1960 Square / R250 Corners / 60	Square
Generic	2000 Square / R250 Corners / 100	Square
Generic	2050 Square / R250 Corners / 100	Square
Generic	2100 Square / R250 Corners / 120	Square
Generic	2200 Square / R250 Corners / 60	Square
Generic	1900 Square / R280 Corners / 50	Square
Generic	1950 Square / R280 Corners / 50	Square
Generic	2000 Square / R280 Corners / 115	Square
Generic	1920 x 1940	Square
Generic	1900 Square / R300 Corners / 60	Square
Generic	1920 Square / R300 Corners / 80	Square
Generic	1940 Square / R300 Corners / 55	Square
Generic	1950 Square / R300 Corners / 60	Square
Generic	2000 Square / R300 Corners / 100	Square
Generic	2000 Square / R350 Corners / 100	Square
Happy Kiwi	Diamond	Rectangle
Happy Kiwi	Happy Kiwi	Square
Happy Kiwi	SwimSpa	Rectangle
Heritage	Apollo	Rectangle
Heritage	Recliner	Square
Heritage	Regency Supreme	Square
Heritage	Rhapsody Supreme	Rectangle
Heritage	Riverside Supreme	Rectangle
Hot Springs	X500 Swim Spa	Rectangle
Hot Springs	Aria ( Old Model )	Square
Hot Springs	Aria ( 2017 - Current )	Square
Hot Springs	Bengal	Rectangle
Hot Springs	Blue Lagoon	Square
Hot Springs	E700 Endless Swim Spa	Swim Spa
Hot Springs	Elation	Square
Hot Springs	Envoy 17 to Current	Square
Hot Springs	Envoy ( Old Model )	Rectangle
Hot Springs	Excursion Old ( See Freeflow Monterey)	Rectangle
Hot Springs	Excursion 15 - Current	Rectangle
Hot Springs	Grandee (15 - Current)	Rectangle
Hot Springs	Grandee (96 - 14) Wrong Hinge	Rectangle
Hot Springs	Grandee (96 - 14) Correct Hinge	Rectangle
Hot Springs	Grandee ( Current )	Rectangle
Hot Springs	Grandee (pre 96)	Rectangle
Hot Springs	Hot Spot Relay	Square
Hot Springs	Hot Spot II (2005 - current)	Square
Hot Springs	Hot Spot Dash	Round
Hot Springs	Hot Spot Propel	Square
Hot Springs	Hot Spot Relay / Rythem	Square
Hot Springs	Hot Spot Round (93-09)	Round
Hot Springs	Hot Spot Stride	Rectangle
Hot Springs	Jet Setter (2015 - current)	Rectangle
Hot Springs	Jet Setter (97-04)	Rectangle
Hot Springs	Jet Setter Old Style (90-96?)	Rectangle
Hot Springs	Jet Setter (04-14)	Rectangle
Hot Springs	Limelight Bolt/Beam ( Pre 2018 )	Square
Hot Springs	Limelight Flair ( Pre 2018 )	Square

# hardcover patterns

company	model	shape
Hot Springs	Limelight Glow ( Pre 2018 )	Rectangle
Hot Springs	Limelight Pulse ( Pre 2018 )	Square
Hot Springs	Limelight Bolt/Beam ( 2018 - Current )	Square
Hot Springs	Limelight Flair ( 2018 - Current )	Square
Hot Springs	Limelight Glow ( 2018 - Current )	Rectangle
Hot Springs	Limelight Pulse ( 2018 - Current )	Square
Hot Springs	Manora	Square
Hot Springs	Mont Clair	Rectangle
Hot Springs	Prodigy (Pre 2014)	Rectangle
Hot Springs	Prodigy (Current)	Rectangle
Hot Springs	Solana Round	Round
Hot Springs	Solana SX	Square
Hot Springs	Solana SZ	Square
Hot Springs	Solana TX	Corner
Hot Springs	Solana TZ ( Pre 2010 )	Corner
Hot Springs	Solana TZ ( Current )	Corner
Hot Springs	Solana Rectangle	Rectangle
Hot Springs	Solana Fiji	Square
Hot Springs	Solana Samoa	Square
Hot Springs	Sovereign (Pre 91)	Rectangle
Hot Springs	Sovereign (91-96)	Rectangle
Hot Springs	Sovereign (97-11)	Rectangle
Hot Springs	Sovereign (97-11) Wrong Hinge	Rectangle
Hot Springs	Sovereign (12-Current)	Rectangle
Hot Springs	Sumatran	Square
Hot Springs	Tempo	Square
Hot Springs	Tiger	Rectangle
Hot Springs	Triumph	Rectangle
Hot Springs	Vacationer	Square
Hot Springs	Vanguard ( Prior to 2014 )	Square
Hot Springs	Vanguard ( 2015 to current )	Square
Hot Springs	Vista	Rectangle
IQ Spas	2200	Square
Jacuzzi	J280	Rectangle
Jacuzzi	J3000	Rectangle
Jacuzzi	355	Rectangle
Just Spas	Barbados/Trinidad	Square
Kent (BBQ Factory)	Oasis Capri (07 - current)	Square
Kent (BBQ Factory)	Sahara (04 - current)	Square
Kent (BBQ Factory)	Sapphire ( L/R Cosmopolitan )	Square
LA Spas	Allure	Rectangle
LA Spas	Concord	Square
LA Spas	Esteem	Square
LA Spas	Fantasy	Rectangle
LA Spas	Interlude	Square
LA Spas	Marina	Rectangle
LA Spas	Maui / St Croix	Square
LA Spas	Monaco	Rectangle
LA Spas	Natural	Rectangle
LA Spas	Oasis	Square
LA Spas	Solera	Rectangle
LA SPas	Vista	Rectangle
Lanark Spas	Waratah Bay / Typhoon	Rectangle

# hardcover patterns

company	model	shape
Leisurerite	Aztec Capri (04 - 07)	Square
Leisurerite	Aztec Capri (07 -current)	Square
Leisurerite	Capri Deluxe 2001	Square
Leisurerite	Cascade	Rectangle
Leisurerite	Clover	Square
Leisurerite	Compact Octagon	Octogan
Leisurerite	Corner	Corner
Leisurerite	Cosmopolitan ( 04-current )	Square
Leisurerite	Designer Hot Tub	Round
Leisurerite	Elite Octagon ( 04-current )	Octagon
Leisurerite	Entertainer Octagon ( Pre May 2007 )	Octagon
Leisurerite	Executive Octagon ( Pre 2004 )	Octagon
Leisurerite	Executive Octagon ( 04-current )	Octagon
Leisurerite	Family Octagon	Octagon
Leisurerite	Gem	Corner
Leisurerite	Hydro	Square
Leisurerite	Lagoon	Square
Leisurerite	Manhattan	Square
Leisurerite	Oasis Capri ( 07-current )/Omega Deluxe	Square
Leisurerite	Oasis Capri (pre 07)	Square
Leisurerite	Ohana	Octagon
Leisurerite	Opal (04)	Square
Leisurerite	Recliner	Square
Leisurerite	Riviera Para Compact	Rounded Square
Leisurerite	Round 2110 Ø	Round
Leisurerite	Sahara (04 - current) - LR116	Square
Leisurerite	Sahara - Long Skirt	Square
Leisurerite	Sahara - Leisure Spas	Square
Leisurerite	Sangria (07 - current)	Square
Leisurerite	Solace	Square
Leisurerite	Supreme (04 - current)	Square
Leisurerite	Supreme - Long Skirt - 455	Square
Leisurerite	Supreme Recliner (pre 04)	Square
Leisurerite	Tranquility	Square
Leisurerite	Tub (07 - current)	Round
Leisurerite	Venetian	Square
Leisurerite	Venetian - Australian Model	Square
Leisurerite	455 - Supreme with long skirt	Square
Maax Spas	M390	Round
Maax Spas	450	Square
Maax Spas	510	Square
Maax Spas	570	Square
Maax Spas	Echo	Rectangle
Maax Spas	Mathieson	Rectangle
Maax Spas	Swim Spa	Rectangle
Made of Wood	1530 / 1540	Round
Made of Wood	Oval Tub	Oval
Mason Ridge	1300	Round
Mason Ridge	1500	Round
Mason Ridge	1600	Round
Mason Ridge	1800	Round
Mason Ridge	2000	Round
Mason Ridge	Bath	Rectangle
Mighty Staggz	1550	Round
Mighty Staggz	2035	Round

# hardcover patterns

company	model	shape
Monarch (BBQ Fact)	Contessa	Square
Monarch (BBQ Fact)	Crown	Rectangle
Monarch (BBQ Fact)	Earl	Square
Monarch (BBQ Fact)	Entertainer	Square
Monarch (BBQ Fact)	Exxon	Square
Monarch (BBQ Fact)	Jubilee	Square
Monarch (BBQ Fact)	Marque	Square
Monarch (BBQ Fact)	Mercury	Square
Monarch (BBQ Fact)	Tui	Square
Pacific Spas	Hawaii/Maui	Square
Pacific Spas	Mahoe	Rectangle
Pacific Spas	Solo	Rectangle
Pacific Spas	Tahiti/Caledonia	Rectangle
Pacific Spas	Tub	Round
Paramount	Inground	Octagon
Paramount	Regency	Square
Pool Land	Rakaia	Square
Poolquip	Regal	Square
Rotaform	Avalon	Square
Rotaform	Deluxe	Square
Rotaform	Elysium	Square
Rotaform	Evolution - Kiwi Spa	Square
Rotaform	Serenity	Rounded Square
Rotoform	Shangri-la	Rectangle
Rotaform	Tub (07)	Round
Sapphire Spas	MyChillout / MyDream / My Delight	Square
Sapphire Spas	MyLuxury	Square
Sapphire Spas	MyOasis	Square
Sapphire Spas	MyTemptation	Square
Sensation Spas	MK 1 - Parakai	Square
Sensation Spas	MK 2 - Hanmer etc see notes	Square
Sensation Spas	MK 3 - Maruia 12 & 23	Square
Sensation Spas	MK 4 - Retreat	Square
Sensation Spas	MK 5 - Hot Tub 910 & Tall	Round
Sensation Spas	MK 6 - Wai-iti & Waimea	Square
Serenity	2210	Square
Signature Spas	Atlantic	Square
Signature Spas	Aquazone Swim Spa	Rectangle
Signature Spas	Arizona ( Pre 2018 )	Square
Signature Spas	Arizona ( 2018 - Current )	Square
Signature Spas	BigSir Series 3 Swim Spa	Rectangle
Signature Spas	Cabriolet	Octagon
Signature Spas	Colorado/Tempest	Square
Signature Spas	Designer Hot Tub	Round
Signature Spas	Diamond	Square
Signature Spas	Eclipse	Square
Signature Spas	Lagoon / Whirlwind	Square
Signature Spas	Miami	Rectangle
Signature Spas	Millenium	Square
Signature Spas	Mirage	Square

# hardcover patterns

company	model	shape
Signature Spas	Monsoon	Square
Signature Spas	Niagara - Old Version	Square
Signature Spas	Niagara Platinum	Square
Signature Spas	Pacific	Square
Signature Spas	Relaxer ( Old Arizona )	Square
Signature Spas	Relaxer (Old Arizona) - Aust	Square
Signature Spas	Storm	Rectangle
Signature Spas	Titan	Square
Signature Spas	Typhoon	Square
Signature Spas	V Stream Swim Spa / Saerra	Rectangle
Signature Spas	Zephyr ( 2018 - Current )	Rectangle
Signature Spas	Zephyr ( Pre 2018 )	Rectangle
Southwest	Moloko	Square
Southwest	Speaker - Type 1	Square
Spa & Pool Factory	Deluxe Octagon	Octagon
Spa & Pool Factory	Geisha	Teardrop
Spa & Pool Factory	Grecian	Octagon
Spa & Pool Factory	Rio	Square
Spa Craft	Hex	Hexagon
Spa Craft	Princess	Square
Spa Depot	Medium	Square
Spa Depot	Large	Square
Spa International	Coroglen (Old Truform Wanaka)	Square
Spa International	Le Chic	Octagon
Spa International	Series II	Rounded Square
Spa International	Series III	Rounded Square
Spa Sensationz	809/815	Square
Spa Sensationz	837/847/937/941/947/951	Square
Spa Sensationz	840/850	Square
Spa Sensationz	859/871	Square
Spa Sensationz	886	Square
Spa Sensationz	896/888/866	Square
Spa Sensationz	928/921/923/938/Nirvana/Vitality 47	Square
Spa Sensationz	929/939	Rectangle
Spa Sensationz	977	Square
Spa Sensationz	423 PS	Round
Spa Sensationz	Jazzi (Needs to be hand cut)	Corner
Spa Sensationz	Swim Spa (Needs to be hand cut)	Rectangle
Spa Sensationz	Vitality (222)	Rectangle
Spa Sensationz	Vitality (1273)	Rectangle
Spa Tech (Mayfair)	Hawaii	Square
Spa Tech (Mayfair)	Tahiti	Rectangle
Stoked Hot Tubs	1900	Round
Stoked Hot Tubs	1910	Round
Stoked Hot Tubs	2000	Round
Stoked Hot Tubs	2200	Round
Stoked Hot Tubs	Bath	Rectangle
Sundance	680	Square
Sundance	Altamar	Rectangle
Sundance	Aspen	Rectangle



# hardcover patterns

company	model	shape
Sundance	Bahia	Square
Sundance	Burlington	Square
Sundance	Camden	Rectangle
Sundance	Cameo	Square
Sundance	Capri / Dover	Rectangle
Sundance	Caprio	Rectangle
Sundance	Cayman	Square
Sundance	Century	Rectangle
Sundance	Certa	Rectangle
Sundance	Chelsee / McKinley	Square
Sundance	Corum	Rectangle
Sundance	Denali	Round
Sundance	Dover	Rectangle
Sundance	Hamilton	Square
Sundance	Hartford	Square
Sundance	Hawthorn	Square
Sundance	Lagoona	Rectangle
Sundance	Majesta 880	Rectangle
Sundance	Marin	Rectangle
Sundance	Marin 850 (1996 - current)	Square
Sundance	Marin 850 (Pre 1995)	Rectangle
Sundance	Marin 880	Rectangle
Sundance	Marin 09	Rectangle
Sundance	Marin (2006-2014)	Rectangle
Sundance	Marin Current	Rectangle
Sundance	Maxxus ( 3 Piece )	Rectangle
Sundance	McKinley	Square
Sundance	Metro	Rectangle
Sundance	Mont Clair	Rectangle
Sundance	Optima	Square
Sundance	Palermo	Square
Sundance	Peyton / Edison	Square
Sundance	Portofino	Rectangle
Sundance	Redondo	Round
Sundance	Sweetwater	Square
Sundance	Tacoma	Corner
Sundance		
SunSpa	Eurostar	Square
Sundance		
Trueform	Chairman / Entertainer	Square
Trueform	Executive	Square
Trueform	Extreme	Round
Trueform	Family / Milan	Square
Trueform	Hydro Max / Milan	Square
Trueform	Little Ripper / Storm	Square
Trueform	Malibu	Rectangle
Trueform	Miami	Square
Trueform	Milan / Relaxa / Relaxer	Square
Trueform	Pacific	Square
Trueform	Patio/Sultan/Eco/Tasman	Square
Trueform	Riviera / Para Compact	Rectangle
Trueform	Sahara	Rectangle
Trueform	Tahiti / Aspen	Square
Trueform	Wairakei	Square
Trueform	Wanaka / Entertainer / Chairman	Square
Vortex	Alpha	Rectangle
Vortex	Aqua Gym Max	Swim Spa
Vortex	Aqua Gym Pro	Swim Spa

# hardcover patterns

[illegible]

# terms of trade

## 1 Definitions

- 1.1 "Seller" shall mean BMH Pool Supplies Ltd, its successors and assigns or any person acting on behalf of with the authority of BMH Pool Supplies Ltd.
- 1.2 "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Buyer on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Buyer.
- 1.5 "Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the cost of Goods as agreed between the Seller and the Buyer subject to clause 3 of this contract.

## 2 Acceptance

- 2.1 Any instructions received by the Seller from the Buyer for the supply of goods and/or the Buyer's acceptance of goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be amended with the written consent of the Seller.
- 2.4 The Buyer undertakes to give the Seller at least fourteen (14) days notice of any change in the Buyer's name, address and/or any other change in the buyer's details.

## 3 Price And Payment

- 3.1 At the Seller's sole discretion the Price shall be either; (a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or (b) the Seller's quoted Price (subject to clause 3.2) which shall be binding upon the Seller provided that the Buyer shall accept the Seller's quotation in writing within thirty (30) days.
- 3.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's Quotation.
- 3.3 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due twenty (20) days following the end of the month in which the statement is posted to the Buyer's address or address for notices.
- 3.4 At the Seller's sole discretion payment shall be due on delivery of the Goods.
- 3.5 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.
- 3.6 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

## 4 Delivery Of Goods

- 4.1 At the seller's sole discretion delivery of the Goods shall take place when; (a) the Buyer takes possession of the Goods at the Seller's address; or (b) the Buyer takes possession of the Goods at the Buyer's address; or (c) the Buyer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Buyer's agent.
- 4.2 At the Seller's sole discretion the costs of delivery are; (a) in addition to the Price; or (b) for the Buyer's account.
- 4.3 The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Buyer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery.
- 4.4 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
- 4.5 The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that; (a) such discrepancy in quantity shall not exceed 5%, and (b) the Price shall be adjusted pro rata to the discrepancy.
- 4.6 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 4.7 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

## 5 Risk

- 5.1 If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.

## 6 Title

- 6.1 It is the intention of the Seller and agreed by the Buyer that ownership of the Goods shall not pass until; (a) the Buyer has paid all amounts owing for the particular Goods, and (b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer.
- 6.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.
- 6.3 It is further agreed that: (a) until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease; and (b) if the Buyer fails to return the Goods to the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods.

## 7 Personal Property Securities Act 1999 ("PPSA")

- 7.1 Upon assenting to these terms and conditions in writing the Buyer acknowledges and agrees that; (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods previously supplied by the Seller to the Buyer (if any) and all goods that will be supplied in the future by the Seller to the Buyer.

- 7.2 The Buyer undertakes to: (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the personal Property Securities Register; (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby; (c) not register a financing change statement or a change demand without the prior written consent of the Seller; and (d) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 7.4 The Seller and the Buyer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 7.5 The Buyer waives its rights as a debtor under the sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA.
- 7.6 The Buyer shall unconditionally ratify any actions taken by the Seller under clauses 7.1 to 7.5.

## 8 Buyer's Disclaimer

- 8.1 The Buyer hereby disclaims any right to rescind, or cancel the contract or sue for damages or to claim restitution arising out of any misrepresentation made to the Buyer by the Seller and the Buyer acknowledges that the Goods are bought relying solely upon the Buyer's skill and judgement.

## 9 Defects

- 9.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods.

## 10 Returns

- 10.1 Returns will only be accepted provided that: (a) the Buyer has complied with the provisions of the clause 9.1; and (b) the Seller has agreed in writing to accept the return of the Goods; and (c) the Goods are returned at the Buyer's cost within seven (7) days of the delivery date; and (d) the Seller will not be liable for Goods which have not been stored or used in a proper manner; and (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 10.2 The Seller may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of 10% of the value of the returned Goods plus any freight.

## 11 Warranty

- 11.1 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor responsible for any term, condition, representation or warranty given by the manufacturer of the Goods.

## 12 Contractual Remedies Act 1979

- 12.1 The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.

## 13 Consumer Guarantees Act 1993

- 13.1 This agreement is subject to the provisions of the Consumer Guarantees Act 1993 in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded).

## 14 Intellectual Property

- 14.1 Where the Seller has designed, drawn or written Goods for the Buyer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Buyer at the Seller's discretion.

- 14.2 The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order.

## 15 Default & Consequences Of Default

- 15.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
- 15.2 If the buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
- 15.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in Breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under the clause.
- 15.4 If an account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.

- 15.5 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies and all amounts to the Seller shall, whether or not due for payment, become immediately payable in the event that: (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefits of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.

## 16 Security And Charge

- 16.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever: (a) where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met. (b) should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from any against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis. (c) the Buyer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 16.1

## 17 Cancellation

- 17.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

## 18 Privacy Act 1993

- 18.1 The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to: (a) collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and (b) to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any source, to any other credit provider or any credit reporting agency for the purposes of obtaining a credit reference, debt collection or notifying a default by the Buyer.
- 18.2 Where the Buyer is an individual the authorities under (clause 18.1) are authorities or consents for the purposes of the Privacy Act 1993

- 18.3 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right request the Seller to correct any incorrect information about the Buyer held by the Seller.

## 19 Unpaid Seller's Rights

- 19.1 Where the Buyer has left any item with the Seller for repair, modification, exchange or for the Seller to perform any other Service in relation to the item and Seller has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Seller shall have: (a) A lien on the item; (b) the right to retain the item for the Price while the Seller is in possession of the item; (c) a right to sell the item. The lien of the Seller shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.

## 20 General

- 20.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand
- 20.3 The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
- 20.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price if the Goods.
- 20.5 The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller.
- 20.6 The Seller may licence or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 20.7 The Seller reserves the right to review these terms and conditions at any time. If following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Buyer of such change.
- 20.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm, or other event beyond the reasonable control of either party.

# bmh staff



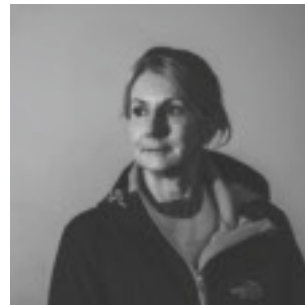
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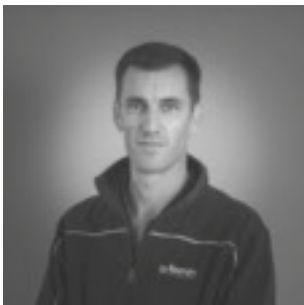
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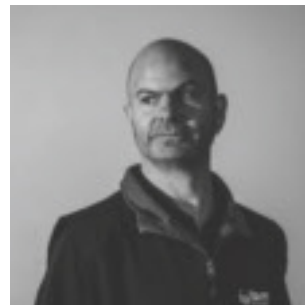
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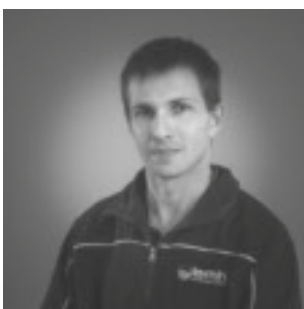
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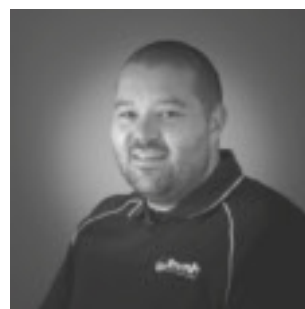
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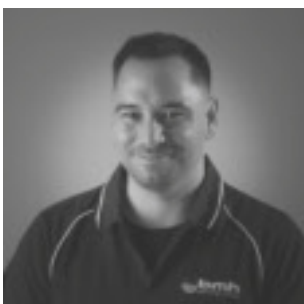
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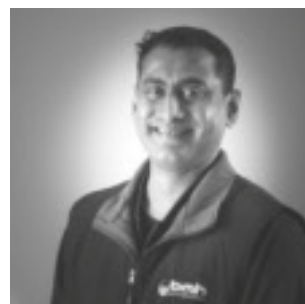
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