



Kitchen Purchase FAQ's

(Please, please take the time to read this!)

So you have just bought a moda kitchen.....

Congratulations! Firstly let us say that we appreciate your business, because without you, we wouldn't be here. We are a customer focused company, and everything we do is aimed to bring you, the customer, the utmost satisfaction from our product.

What Happens Now?

Check your plan!!!

We cannot emphasise this enough. The biggest cause of customer dissatisfaction at Moda arises from customers not checking their plans! Let's use an example.....

Lets say that you order some business cards, and your name is John Smith, and your phone number is 027 111 222. The printer sends you a proof for approval;

John Smith
027 222 111

You approve this and the printer makes the cards. Then the cards arrive and then you notice that the phone number is wrong (did you spot it!).

The problem is that you have approved what was written down. It obvious that the printer has made a mistake, but it doesn't matter – you approved it! They are now your cards, and you have to pay for them!

I don't know what to check – I am not a kitchen expert!

Ok, most of the dimensions on the plan are straight forward. For example, if we say that a wall is 3m long and it turns out that it is actually 4m long, then it will be easy to prove that we have put something down on the plan that is wrong. That is clearly our fault, and it has happened, once (in over 2000 jobs) and we fixed the problem at our cost.

There are some dimensions on the plan that exist because that's how the plan ended up – for example, an island unit. Let's say that the island unit is 2m long. It could easily be 1.5m or 2.5m – that just how it ended up, there were no fixed parameters to work to. In this case it UP TO YOU to check that this is ok. By signing the plan, you are approving it. If the island unit arrives and you decide on the day that it is too big, then it's too late. As a customer focused company we will do everything in our power to make things right as quickly as possible, but its not fair that we should wear the cost, in the same way that the printer would not pay for new business cards that you approved.

I have checked my plan and I have found an issue.

No worries, give us a ring, tell us about it and we can fix it before it becomes a problem. Most of the time there are no costs involved, but let's say you want us to add a set of drawers – you have to pay for them!

I have checked my plan and I am happy.

That's great. You don't need to contact us, make sure you are ready for us on the date that has been confirmed.

I don't know how big a mm is!

Its ok, you may have been schooled in inches and feet. It's possible that you have never been near a tape measure in your life. If this is the case, let us know. Perhaps we can explain how big something is in language that you do understand. Either way, don't wait for the kitchen to arrive and then complain that it is the wrong size because you thought that 40mm was the size of a football pitch – it will cost you a lot of money.

I am confused about all the payments.

By this time I am sure that you have struck up a great relationship with our sales staff (they are good aren't they?), but they are there to make sure that you get the design you require, they cannot be expected to decide who to trust and who is a con merchant. Unfortunately, the world can be a rough place, and we have found to our cost, that although some people can seem wonderful at first, they can change when its time to pay the bill. So we have to put in a system that works for everyone.

Consumer law protects the consumer. There is very little to protect us as a supplier. If you don't pay the bill, we can repossess the kitchen, but what use to us is a kitchen that is specifically designed for you? To be honest, not much! So, what is happening?

Payment 1 – Deposit. (40%) We need this as a commitment to buy the kitchen. We need to order raw materials and put man hours into making the product. We would not last long if we allowed customers to decide that they didn't want the kitchen after all, and we have just spent several thousand dollars making it!

Payment 2 – Goods Release (50%). We need you to pay for the goods before they leave the factory. (That's not fair! The job is not completed!!). Well, you have a point, but how do you know your new TV is going to work when you buy it from the shop. You don't! If you ask the man at the counter to let you take the TV home, switch it on, tune it in first before you pay for it, what do you think he will say? Of course you pay for the TV, knowing that you have purchased it from a reputable, branded retailer and you have confidence that it will work, and if there is an issue, they will sort it out quickly!

At Moda we apply the same principal, you have to pay for the goods before they leave the shop – this is just standard retail procedure.

Payment 3 – Retainer (10%). Ok, its not quite as straight forward as buying a TV. Installation is a big process, and that has not happened yet, so let's compromise. You keep 10% of the total cost until the whole job is completed. When you have signed the job off, you pay the balance. This gives you piece of mind that we won't leave you high and dry.

To be honest, the outstanding fee is not what keeps us on our toes – it's our reputation. The cost of an unhappy customer can be immense, and far greater than 10% of even the most expensive kitchen. That's where the true piece of mind is – our brand, and our commitment to you.

We also offer a Trust account for you to pay the funds in to. This means that you would pay the full amount in to the Trust account and 90% would be released to us when the kitchen is released to you and the final 10% is released when the kitchen is completed. There is a \$200 charge for using this payment method.

The system is different for our Basic system. It is 50% deposit and a 50% goods release payment. There are a few reasons for the kitchen being priced so competitively and this is one of them!

I don't like the payment scheme, I am not paying anything until the job is complete!

Please don't be offended, we have to operate a system that works for everyone. Our credentials are on the table. We are members of the NKBA, Auckland Chamber Of Commerce, and by the end of the year, ISO9000. We have a proven history of delivering on our promises – our customers have the ability to do research on our financial position and can make an informed choice to do business with us. Our sales reps do not have that facility, they do not make a choice about who they do business with, it is not feasible to run credit checks and research the financial history of all our clients.

This is the way we do business. We have won awards for the way we do business. We ask you to trust in those methods to deliver the product you require. Of course, you have the power to choose someone else to make your kitchen, but if you want a moda kitchen, it has to be done the moda way.

What is "installation"?

When we talk about installation, we mean fitting the kitchen, i.e. the cabinets and the benchtop. There are other items in the kitchen such as sink, tap, electrical appliances.

Fitting the sink into the top falls under "installation" but connecting the plumbing does not. You need a plumber. The plumber must also fit the tap – this is not covered.

Cutting the correct hole for the hob is covered, but connecting the supply and securing it into position is the job of the gas fitter or electrician. Installation covers making sure the oven fits, but securing and connecting it falls into the responsibility of electrician/gas fitter.

If your appliances are not there on the day of the kitchen installation, then the installer cannot possibly be held responsible if the appliances don't fit and there will be a surcharge for him to return to site to make any adjustments that may be needed.

Hanging the body of the rangehood is covered in installation, and is also subject to fixing. If there is no fixing in the wall to attach the rangehood to, then you must remedy the issue, and the fitting of the hood will be your responsibility.

Fitting of ducting is not covered. Fitting of the flu cover is not covered.

I can't understand the terms and conditions

You have our sympathies here, but these are standard legal terms and conditions for a purchase agreement of this type. This is why we have created these FAQ's. This document is a more user friendly approach to setting out our liabilities.

As a consumer you are protected by consumer law, and as a supplier we are bound by this law (section 10a).

Here is a guide to what it all means;

1. Definitions – it sets out what is meant by “buyer” or “seller” for use in the rest of the document.
2. Acceptance – basically, once you have accepted, or approved the plan, that's what you have bought. If it is not written down somewhere, you have not bought it. This means that you may have made an instruction verbally at some point, and that verbal instruction did not get onto the plan or the confirmation. It does not matter – you have accepted the plan (think of the printer analogy).
3. Goods. Anything written down on the plan/confirmation can be considered as goods. Installation is not a physical item that you can look at, but it is considered as “goods” in this legal document.
4. Price and payment – see “I am confused about the payments” above. It also covers any instance where you decide to add something on after signing the sale contract. This is called a “variation”, and means that if you want more stuff – you have to pay for it.
5. Delivery. If you decide to deliver the goods yourself – on your head be it! Also, in 5.6 if we do not deliver everything in one go, it doesn't mean we are in breach of contract.
6. Installation. This means that installation means installing the cabinetry. We are not responsible for plumbing and electrical work. See “what does installation mean?” above.
7. Risk. This covers Moda for our insurance purposes. This covers us in the event of a fire, or flood at your property before completion. It means we can get our money off the insurance company.
8. Check the kitchen for defects when you get it!
9. If we breach the contract, then the most amount of money you can get out of us is the price of the kitchen.
10. The kitchen has a warranty of 10 years. We are allowed a reasonable time to fix any defect. Consumer law – you are protected by it! You must tell us as soon as you notice a problem.
11. If you don't pay, then it will cost you more money.
12. You don't own the goods “the title” until you have paid for them in full.
13. The agreement is subject to the PPSA act 1999.
14. Security. If you don't pay, it is possible to place a caveat on assets that you own. In other words, any assets you own are taken as security against the goods you are buying. It also details that if we engage in legal action to pursue payment, it will be at your cost.
15. We can cancel this sale by writing to you. This has never happened, and is not likely to, but we are legally able to refund your deposit and cancel the sale.
16. If we want to, we can run a credit check on you.
17. If we have repossessed a kitchen, we can throw it away, and then claim the value of that disposal from you.
18. If the goods are on the way to you and you can't pay for them, we can stop the truck and bring it back to the factory.
19. Hopefully these are self explanatory.

Will my appliances fit? I want to put my special plates in a particular cupboard!

If Moda are supplying the appliances, then we will take care of the issue. If you are supplying the appliances, or you have existing items to fit inside cabinetry, then it is up to you to check the plan to see if allowance has been made.

If you would like a cupboard that is just wide enough to hold your dinner plates and this is a critical requirement, you must either measure your plate or bring it in to the showroom with you. There are no 'standard sized' dinner plates!!

In any case, whatever the requirement is, it must be detailed on the plan (think of the printer again!). You may have "told" the designer that your microwave was the size of a small planet, but if it is not written down, you will get a space probably a lot smaller and it won't fit – and that's going to cost you. CHECK THE PLAN!

What if there is a problem?

I am sure if you have a problem, your first reaction would be to contact the showroom. However, the designers are not always able to dedicate the time that may be needed.

Please contact our Production department on 09 827 9072 between the hours of 7am and 3pm, Monday to Friday and they will take care of the issue.

You may need to leave a message on the answer phone but don't worry someone will call you back within 24hrs – guaranteed!!!

Please be aware that as our kitchens are custom made we may not be able to get a replacement as quickly as we would like, so there may be some delay, but rest assured any remedial work will be completed in the quickest time that it is possible for us to complete it in.

Other Information

Electrical wiring will need to be put in place *before* installation. The floor plan should be adequate for you electrician to wire up correctly, but it is not specifically designed to be a wiring or plumbing diagram. Should your contractor have any questions about plumbing or wiring locations the following information may be helpful:

Tall cabinet height 2100mm (Unless you are going to the ceiling!!)

Bench height 902mm (std 32mm bench)

Wiring for Underbench oven 600mm

Wiring for Wall mounted oven 1050mm

Wiring for Microwave overhead/wall oven unit 1500mm

Wiring for rangehood 1950mm (There should be at least 700mm between the bench and rangehood, 750mm for a gas hob)

Dishwasher plug should be mounted in sink cupboard, 300mm from floor

Wiring for fridge 1800mm

Corner units contain voids - 80mm for base -100mm for tall

Don't forget to check out our website if you have any other questions. We also have a great 'support' page.

www.moda.co.nz

We hope you enjoy your new kitchen and on behalf of the Moda team, we would like to Thank you for choosing Moda.